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NEW DELHI, SATURDAY, APRIL 12, 1986/CHAITRA 22, 1908

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the
Ministry of Defence)

विधि और न्याय मंत्रालय

(विविध कार्य विभाग)

नई दिल्ली, 20 मार्च, 1986

सूचना

का. प्रा. 1446:—नोटरीज नियम, 1956 के नियम 8 के अनुसरण में सक्षम प्राधिकार द्वारा यह सूचना दी जाती है कि श्री छोटे लाल शर्मा एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पास भेजा जाए।

[सं. 5(38)/86-न्या.]

आर. एन. पोद्दार, सक्षम प्राधिकारी

MINISTRY OF LAW & JUSTICE

(Department of Legal Affairs)

New Delhi, the 20th March, 1986

NOTICE

S.O. 1446.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Chhote Lal Sharma, Advocate for appointment as a Notary to practise in Jaipur.

1771 GI/85—1

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(38)/86-Judl.]

R. N. PODDAR, Competent Authority

कामिक लोक शिकायत तथा पेंशन मंत्रालय

(कामिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 मार्च, 1986

शुद्धि-पत्र

का. प्रा. 1447:—भारत के राजपत्र, भाग 2, खण्ड-3, उपखंड (ii) तारीख 23 सितम्बर, 1985 में प्रकाशित भारत सरकार के कामिक और प्रशिक्षण, प्रशासनिक सुधार तथा लोक शिकायत और पेंशन मंत्रालय (कामिक और प्रशिक्षण विभाग) की अधिसूचना में, का. प्रा. 4741 में पृष्ठ 5378 पर दूसरी और तीसरी पंक्ति में "सं. 25/4/84 ए. बी. डी.", तारीख 6-8-1966 प्रक्षरों, अंकों और शब्दों के स्थान पर "सं. 25/9/64-ए. बी. डी. तारीख 6-8-1966" प्रक्षर, अंक और शब्द पढ़ें।

[सं. 228/8/79-ए. बी. डी. 2]

एम. एन. प्रसाद, सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel & Training)

New Delhi, the 27th March, 1986

CORRIGENDUM

S.O. 1447.—In the notification of the Government of India, in the Ministry of Personnel and Training, Administrative Reforms and Public Grievances and Pension (Department of Personnel and Training), published in the Gazette

(1605)

of India, Part-II, Section 3, Sub-Section (ii) dated 23rd September, 1985, S.O. 4741 on page 5378, in the fifth and sixth lines, for "Nos. 25/4/64-AVD dated 6-8-1966" read "Nos. 25/9/64-AVD dated 6-8-1966".

[No. 228/8/79-AVD.II]

New Delhi, the 1st April, 1986

CORRIGENDUM

S.O. 1448.—In the notification of the Government of India, in the Ministry of Personnel and Training, Administrative Reforms and Public Grievances and Pension (Department of Personnel and Training) No. S.O. 1 dated the 20th December, 1985, published in the Gazette of India, Part II, section 3, sub-section (ii), dated the 4th January, 1986, in line 7, after "24," insert "25,".

[No. 228/30/85-AVD.II]

M. S. PRASAD, Under Secy.

बिस्त मंत्रालय

(राज्य विभाग)

नई दिल्ली, 31 अक्टूबर, 1985

प्रायकर

का.प्र. 1449—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) का अनुसरण करते हुए, केन्द्रीय सरकार एतद्वारा नीचे स्तम्भ 4 में उल्लिखित अधिसूचना (अधिसूचनाओं) का अधिसूचना करते हुए नीचे स्तम्भ 3 में उल्लिखित कर वसूली अधिकारियों के स्थान पर नीचे स्तम्भ 2 में उल्लिखित

व्यक्तियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी (अधिकारियों) की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है :—

क. उन व्यक्तियों के नाम	उन कर वसूली अधिकारी (अधिकारियों) के नाम	अधिसूचना की जाने वाली पुरानी अधिसूचना की संख्या और तारीख
सं० जिन्हें कर वसूली अधिकारी (अधिकारियों) के नाम की शक्तियों का प्रयोग करने हेतु प्राधिकृत किया जाना है।	उनके स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों को प्राधिकृत किया जाना है।	

1	2	3	4
सर्वश्री	सर्वश्री		
1. एस. पी. उप्पल	एस. सी. रत्नूह	सं. 5500 (फा.सं.-398/25/83-प्र.क. (ब.) दिनांक 6-12-83	
2. धर्मपाल	मल्लिकार्जुन सिंह	सं. 5334 (फा.सं.-398/25/83-प्र.क. (ब.) दि. 27-7-83	

2^१ यह अधिसूचना तत्काल लागू होगी और जहाँ तक स्तम्भ 2 में उल्लिखित व्यक्तियों का संबंध है, कर वसूली अधिकारियों के रूप में उनके कार्यभार सम्भालने की तारीख (तारीखों) से लागू होगी।

[सं. 6483/फा.सं. 398/1/85-प्र.क. (ब.)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 31st October, 1985

INCOME-TAX

S.O. 1449:—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned below column 2 being the Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officer(s) under the said Act in place of the Tax Recovery Officers mentioned below in column 4 in supersession of the Notification(s) mentioned below in column 4:

S. No.	Name of the persons to be authorised to exercise powers of Tax Recovery Officer(s)	Name of Tax Recovery Officer(s) in place of whom the persons mentioned to be in column 2 are authorised.	No. of Old Notification superseded	No. and date to be superseded
1	2	3	4	
	S/Shri	S/Shri		
1.	S.P. Uppal	M.C. Rath	No. 5500 (F.No. 398/25/83-IT(B) dt. 6-12-83.	
2.	Dharam Paul	Malkiat Singh	No. 5334 (F. No. 398/25/83-IT(B) dated 27-7-83.	

2. This Notification shall come into force with immediate effect and in so far as persons mentioned in column 2 from the date(s) they take over charge(s) as Tax Recovery Officers.

[No. 6483 /F. No. 398/1/85-IT(B)]

नई दिल्ली, 25 नवम्बर, 1985

का. प्र. 1450.—आयकर अधिनियम 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) के अनुसरण में केन्द्र सरकार एतद्वारा, श्री ए. एस. खोसला को, जो केन्द्र सरकार के राजस्व अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री ए. एस. खोसला द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 650 (फा. सं. 398/1/85-आ. क. (बी))]

बी. ई. अलेक्जेंडर, प्रवर सचिव

New Delhi, the 25th November, 1985

S.O. 1450.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises Shri A. S. Khosla being a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri A. S. Khosla takes over charge as Tax Recovery Officer.

[No. 6501/F. No. 398/1/85-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 19 नवम्बर, 1985

का. प्र. 1451.—इस कार्यालय की दिनांक 13-1-1984 की अधिसूचना सं. 5582 (फा. सं. 203/245/83-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था की प्रायश्चर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) (पैरा.ii) एक/वा के प्रयोजनों के लिए "संगम" प्रबर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि न्यूट्रिशन सोसाइटी आफ इंडिया, हैदराबाद अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगी।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में, प्रतिवर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, वेनदारियों दर्शाते हुए मुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इस दरतावेजों में से, प्रत्येक को एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त विभाग (राजस्व विभाग), नई दिल्ली को अनुमोदन की समिति से तीन माह पूर्व और अवधि बढ़ाने हेतु आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की वरी-होने पर प्राय:ना-यक रूप कर दिया जाएगा।

संस्था

न्यूट्रिशन सोसाइटी आफ इंडिया, द्वारा नेशनल इंस्टिट्यूट आफ न्यूट्रिशन, जामे उस्मानिया, हैदराबाद-500007

यह अधिसूचना 1-4-1985 से 31-3-1987 तक की अवधि के लिए लागू होगी।

[सं. 6498/फा. सं. 203/67/85-आ. क. नि.-II)]

New Delhi, the 19th November, 1985

S.O. 1451.—In continuation of this Office Notification No 5582 (F. No. 203/245/83-ITA.II) dated 13-1-84, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/one/two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Nutrition Society of India, Hyderabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

Institution

Nutrition Society of India, C/o National Institute of Nutrition, Jamai Osmania, Hyderabad-500007.

This Notification is effective for a period from 1-4-1985 to 31-3-1987.

[No. 6498/F. No. 203/67/85-ITA.II]

नई दिल्ली, 10 फरवरी, 1986

सूचि-पत्र

का. प्र. 1452.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि वित्त विभाग (राजस्व विभाग) की दिनांक 28-8-1984 की अधिसूचना सं. 5958 (फा. सं. 203/147/83-आ. क. नि. II) में "अल्केमी रिसर्च सेंटर प्राइवेट लिमिटेड" संस्था का नाम, जहाँ नहीं था, इसे "अल्केमी रिसर्च सेंटर" पड़ा जाए।

[सं. 6588/फा. सं. 203/157/85-आ. क. नि. II]

New Delhi, the 10th February, 1986

CORRIGENDUM

S.O. 1452.—It is hereby notified for general information that in Ministry of Finance (Department of Revenue) Notification No. 5958 (F. No. 203/147/83-ITA.II) dated 28-8-84, the name of the Institution wherever it occurs, may be read "Alchemic Research Centre" for "Alchemic Research Centre Private Limited".

[No. 6588/F. No. 203/157/85-ITA. II]

नई दिल्ली, 14 फरवरी, 1986

का. प्र. 1453.—इस कार्यालय की दिनांक 22-10-1983 की अधिसूचना सं. 5432 (फा. सं. 203/183/82-प्र. क. नि.-II) के अतिरिक्त में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित सस्था का आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 (तीस/एक/तीन) की उपधारा (1) के खण्ड (iii) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि श्री सोहनलाल जैन विद्या प्रकाश समिति, अमृतसर अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय वृत्ति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, वित्तवाहक वृत्ति हुए गुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रारंभिक पत्र रद्द कर दिया जाएगा।

संस्था,

"श्री सोहनलाल जैन विद्या प्रकाश समिति, मार्फत न्यूकेम प्लास्टिक्स लि., 20/6, मथुरा रोड, फरीदाबाद-121006"

यह अधिसूचना 29-8-1985 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 6594/फा. सं. 203/108/85-प्र. क. नि.-II]

New Delhi, the 14th February, 1986

S.O. 1453.—In continuation of this Office Notification No. 5432 (F. No. 203/183/82-ITA.II) dated 22-10-1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Shri Sohanlal Jain Vidya Prasarak Samiti, Amritsar will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish Annual Returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited Annual Accounts showing their total in-

come and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of an approval are liable to be rejected.

INSTITUTION

"Shri Sohanlal Jain Vidya Prasarak Samiti, C/o Nuchem Plastics Ltd., 20/6, Mathura Road, Faridabad-121006."

This Notification is effective for a period from 29-8-85 to 1-3-1988.

[No. 6594/F. No. 203/108/85-ITA-II]

नई दिल्ली, 20 फरवरी, 1986

का. प्र. 1454.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि आयकर अधिनियम, 1961 की धारा 35(1) (ii) के अंतर्गत वित्त मंत्रालय (राजस्व और बीमा विभाग) की दिनांक 27 अक्टूबर, 1975 की अधिसूचना सं. 1138 (फा. सं. 203/136/75-प्र. क. नि.-II) के द्वारा "सालगांवकर मेडिकल रिसर्च सेंटर, विकालिम, गोवा" को प्रदान किया गया अनुमोदन 31-3-1986 तक सीमित किया जाता है।

[सं. 6596/फा. सं. 203/162/85-प्र. क. नि.-II]

New Delhi, the 20th February, 1986

S.O. 1454.—It is hereby notified for general information that the approval granted to the Salgaocar Medical Research Centre, Chikalim, Goa under section 35(1)(ii) of the Income-tax Act, 1961 vide Ministry of Finance, (Department of Revenue and Insurance) Notification No. 1138 (F. No. 203/136/75-ITA.II) dated 27th October, 1975, is hereby restricted upto 31-3-1986.

[No. 6596/F. No. 203/162/85-ITA II]

का. प्र. 1455.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि आयकर अधिनियम, 1961 की धारा 35(1) (ii) के अंतर्गत वित्त मंत्रालय (राजस्व और बीमा विभाग) की दिनांक 11-12-1972 की अधिसूचना सं. 238 (फा. सं. 203/25/72-प्र. क. नि.-II) के द्वारा विज्ञान परिषद, अलाहाबाद को प्रदान किया गया अनुमोदन एतद्वारा 31-3-1987 तक सीमित किया जाता है।

[सं. 6595/फा. सं. 203/50/86-प्र. क. नि.-II]

S.O. 1455.—It is hereby notified for general information that the perpetual approval granted under section 35(1)(ii) of the Income-tax Act, 1961 to the Vijnana Parishad, Allahabad vide Ministry of Finance, (Department of Revenue and Insurance) Notification No. 238 (F. No. 203/25/72-ITA.II) dated 11-12-1972 is hereby restricted upto 31-3-1987.

[No. 6595/F. No. 203/50/86-ITA.II]

का. प्र. 1456.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि नवरमजी बाहिया मेटरिटी अस्पताल, बम्बई को आयकर अधिनियम, 1961 की धारा 35(1) (ii) के अंतर्गत वित्त मंत्रालय (राजस्व और बीमा विभाग) की दिनांक 16 मई, 1973 की अधिसूचना सं. 351 (फा. सं. 203/18/73-प्र. क. नि. II) द्वारा प्रदान किया गया अनुमोदन एतद्वारा 31-3-1988 तक सीमित किया जाता है।

[सं. 6597/फा. सं. 203/160/85-प्र. क. नि. II]

S.O. 1456.—It is hereby notified for general information that the approval granted under section 35(1)(ii) of the Income-tax Act, 1961 to the Nowresjee Wadia Maternity Hospital, Bombay vide Ministry of Finance, (Department of Revenue and Insurance) Notification No. 351 (F. No. 203/18/73-ITA.II) dated 16th May, 1983, is hereby restricted upto 31-3-1986.

[No. 6597/F. No. 203/160/85-ITA.II]

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 25 फरवरी, 1986

का.आ. 1457—इस कार्यालय की दिनांक 4-4-1984 की अधिसूचना सं. 5742 (फा.सं. 203/13/84/आ.का.नि.-II) के सिलसिले में सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1992 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पेंशन/एफ/दो) के प्रयोजनों के लिए 'संगम' प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि सी.सी. आफ रिसर्च इंस्टीट्यूट बम्बई अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणों, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि, उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरिक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन पत्र की एक-एक प्रति प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा उन वस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बार्ड वित्त मंत्रालय (राजस्व विभाग नई दिल्ली) को अनुमोदन की समाप्ति से तीन माह पूर्व और अर्वाध बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार देर होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

सी.सी. आफ रिसर्च इंस्टीट्यूट, एक्सेल एस्टेट, एस०बी० रोड गोरेगांव (पश्चिम), बम्बई-400062।

यह अधिसूचना 13-10-1985 से 31-12-1986 तक की अवधि के लिए प्रभावी है।

[सं. 6603/फा.सं. 203/175/85-आ.क. नि. II]

(Central Board of Direct Taxes)

New Delhi, the 25th February, 1986

S.O. 1457.—In continuation of this Office Notification No. 5742 (F. No. 203/13/84-ITA.II) dated 4-4-84, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of section 35 (Thirty five) one

two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the C. C. Shroff Research Institute, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned, Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

Institution

C.C. Shroff Research Institute, Excel Estate, S.V. Road, Goregaon (West), Bombay-400062.

This Notification is effective for a period from 13-10-1985 to 31-12-1986.

[No. 6603/F. No. 203/175/85-ITA.II]

नई दिल्ली, 26 फरवरी, 1986

का.आ. 1458—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (II) के प्रयोजनों के लिए 'संगम' प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

1. यह कि बिड़ला इंस्टीट्यूट ऑफ मेडिकल रिसर्च, खानियार अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा जोखा रखेगा।
- (2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणों, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रतिवर्ष 30 अप्रैल तक ऐसे प्रारूप प्रस्तुत करेगा जो इस प्रयोजनार्थ अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरिक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन वस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

"बिड़ला इंस्टीट्यूट ऑफ मेडिकल रिसर्च, खानियार।"

यह अधिसूचना 26-3-1984 से 31-3-1986 तक की अवधि के लिए प्रभावी है।

[संख्या 6604/फा.सं./203/53/84/आ.क.नि.-II]

भिराज दत्त, धनर सचिव

New Delhi, the 26th February, 1986

S.O. 1458.—It is hereby notified for general information that the institution, mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Birla Institute of Medical Research, Gwalior will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Birla Institute of Medical Research, Gwalior.

This notification is effective for a period from 26-3-1984 to 31-3-1986.

[No. 6604/F. No. 203/53/84-ITA.II]

GIRISH DAVE, Under Secy.

आदेश

नई दिल्ली, 23 मार्च, 1986

स्टाम्प

का.प्र. 1459—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा विम्वको लिमिटेड, बम्बई को मात्र तीन लाख पचास हजार रुपये के उस समेकित शुल्क की अदायगी करने की अनुमति देती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले पांच करोड़ 50 अंकित मूल्य के क्रम संख्या 1 से 70998 (प्रथम शृंखला) वाले 15 प्रतिशत प्रतिभूत असम्परिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 12/86-स्टाम्प/का. सं. 33/13/86-वि. क.]

ORDER

New Delhi, the 23rd March, 1986

STAMPS

S.O. 1459.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Wimco Limited, Bombay, to pay consolidated stamp duty of Three lakhs and Seventy Five thousand rupees only, chargeable on account of the stamp duty on 15 per cent Secured non-convertible debentures bearing serial Nos. 1 to 70998 (I Series) of the face value of Five crores rupees to be issued by the said Company.

[No. 12/86-Stamp/F. No. 33/13/86-ST]

नई दिल्ली, 24 मार्च, 1986

का.प्र. 1460—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा मै. इंडियन डाइस्टफ इंडस्ट्रीज लिमिटेड, बम्बई को केवल तीन लाख रुपये के उस समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति देती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले 4 करोड़ रुपये के अंकित मूल्य के प्रत्येक 100 रु. के क्रम संख्या 1 से 4,00,000 तक (शृंखला II) 15% भारशित असम्परिवर्तनीय 4,00,000 ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 13/86-स्टाम्प/का. सं. 33/39/85-वि. क.]

New Delhi, the 24th March, 1986

S.O. 1460.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Indian Dyestuff Industries Limited, Bombay to pay consolidated stamp duty of Three lakhs rupees only, chargeable on account of the stamp duty on Rs. 4,00,000—15 per cent Secured Non-convertible debentures of Rs. 100 each bearing serial Nos. 1 to 4,00,000 (Series-II) of the face value of Four crores rupees to be issued by the said company.

[No. 13/86-Stamp/F. No. 33/39/85-ST]

नई दिल्ली, 25 मार्च, 1986

का.प्र. 1461—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उस शुल्क को माफ करती है जो नेशनल थर्मल पावर कॉर्पोरेशन लिमिटेड, नई दिल्ली द्वारा प्राविमरता नोट्स के रूप में जारी किए जाने वाले केवल एक सौ करोड़ रु. मूल्य की क्रम संख्या 1-0000001 से 1000000 तक 14% प्रतिभूत भविष्यीय "एम. टी. पी. सी. बंध पत्र-1986, प्रथम शृंखला" के ऋणपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 15/86-स्टाम्प/का. सं. 33/8/86-स्टाम्प]

New Delhi, the 25th March, 1986

S.O. 1461.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory Notes—14 per cent Secured redeemable "NTPC Bonds—1986 First Series" bearing Serial No. A-0000001 to A-1000000, to the value of one hundred crores rupees only to be issued by National Thermal Power Corporation Limited, New Delhi are chargeable under the said Act.

[No. 15/86-Stamp/F. No. 33/9/86-ST]

नई दिल्ली, 25 मार्च, 1986

का.प्र. 1462—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उस शुल्क को माफ करती है जो एन.टी.पी.सी. लिमिटेड, नई दिल्ली द्वारा "मार्च 1986-86 में नई योजना" के अन्तर्गत 14% आई. ई. सी. बंधपत्रों के ऋणपत्र के जारी किए जाने वाले मात्र पचास करोड़ रुपये के बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 14/86-स्टाम्प/का. सं. 33/12/86-स्टाम्प]

वी.प्रार. मेहमी, चयर सचिव

New Delhi, the 18/25th March, 1986

S.O. 1462.—In exercise of the powers conferred by clause (a) sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures "14 per cent REC Bonds under new Scheme during 1985-86" of the value of Sixty Five Crores rupees only to be issued by the Rural Electrification Corporation Limited, New Delhi are chargeable under the said Act.

[No. 14/86-Stamp/F.No. 33/12/86-ST]

B. R. MEHMI, Under Secy.

(व्यय विभाग)

नई दिल्ली, 24 मार्च, 1986

का.प्रा. 1463 :—सरकारी भवन (अनधिकृत दखलदार की बेवजही) अधिनियम, 1971 (1971 का 4) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वित्त मंत्रालय (व्यय विभाग) में भारत सरकार की अधिसूचना सं. का. 3325, दिनांक 7 नवम्बर, 1976 का अधिकरण करते हुए, न्तीय सरकार एवं द्वारा निम्नलिखित सारणी के कॉलम (1) में उल्लिखित अधिकारियों को, सरकार का राजपत्रित अधिकारी होने के कारण, उपर्युक्त अधिनियम के प्रयोजन के

(Department of Expenditure)

New Delhi, the 24th March, 1986.

S.O. 1453.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act 1971 (40 of 1971) and in pursuance of the notification of the Government of India in the Ministry of Finance, Department of Expenditure, No. S.O. 3325, dated the 7th September, 1976, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being gazetted officers of Government, to the estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers, by or under the said Act, within the local limits of their jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of the officer	Categories of public premises and local limits of jurisdiction.
(1)	(2)
Joint Director or Deputy Director of Audit (Administration), Office of the Director of Audit, Central Revenues, New Delhi.	Public premises under the administrative control of Director of Audit Central Revenues, New Delhi, situated within the boundary of the premises of the Office of the Director of Audit, Central Revenues, New Delhi.

[F. No. C. 11021/2/85-EG-I]

R.L. CHAUDHARY, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 5 फरवरी, 1986

का. आ. 1464 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 22 मार्च, 1983 की अधिसूचना का. आ. सं. 198(अ) में निम्नलिखित और संशोधन करती है, यथा :—

उक्त अधिसूचना में "राजगढ़ क्षेत्रीय ग्रामीण बैंक" शब्दों के स्थान पर, "राजगढ़ सिहोर क्षेत्रीय ग्रामीण बैंक" शब्द रखे जाएंगे।

[सं. एफ. 1-23/84-आर.आर.बी. (1)]

लिए सम्पदा अधिकारी नियुक्त करती है, जो कथित सारणी के कॉलम (2) में उल्लिखित श्रेणियों में विनिर्दिष्ट सरकारी भवनों के सम्बन्ध में अपने क्षेत्राधिकार की स्थानीय सीमाओं के अन्दर उपर्युक्त अधिनियम द्वारा या उसके अंतर्गत सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिनियमित कर्तव्यों का निष्पादन करेगा।

सारणी

अधिकारी का पदनाम

सरकारी भवनों की श्रेणियाँ और क्षेत्राधिकार की स्थानीय सीमाएँ

(1)

(2)

संयुक्त निदेशक या उप-निदेशक, लेखा-परीक्षा (प्रशासन), लेखा परीक्षा निदेशक का कार्यालय, केन्द्रीय राजस्व, नई दिल्ली

लेखा-परीक्षा निदेशक, केन्द्रीय राजस्व, नई दिल्ली के प्रशासनिक नियंत्रणाधीन सरकारी भवन जो लेखा-परीक्षा निदेशक, केन्द्रीय राजस्व, नई दिल्ली के कार्यालय के परिसर के अन्तर्गत में स्थित है।

[एफ. सं. मो. सी 11021/2/85-ई. जी. I]

आर.एल. चौधरी, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 5th February, 1986

S.O. 1464.—In exercise of the powers conferred by sub-section (1) of section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 198(E) dated the 22nd March, 1983, namely:—

In the said notification, for the words "Rajgarh Kshetriya Gramin Bank", the words "Rajgarh Sehore Kshetriya Gramin Bank" shall be substituted.

[No. F. 1-23/84-RRB(i)]

का. आ. 1465 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 22 मार्च, 1983 की अधिसूचना का. आ. सं. 199(अ) में निम्नलिखित और संशोधन करती है, यथा :—

उक्त अधिसूचना में “राजगढ़ क्षेत्रीय ग्रामीण बैंक” शब्दों के स्थान पर यहाँ कहीं भी आएँ, “राजगढ़ सिंहौर क्षेत्रीय ग्रामीण बैंक” शब्द रखे जाएंगे।

[सं. एफ. 1-23/84-आर.आर.बी. (2)]

S.O. 1465.—In pursuance of the powers conferred by sub-section (1) of section 4 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 199(E), dated the 22nd March, 1983, namely:—

In the said notification for the words “Rajgarh Kshetriya Gramin Bank”, wherever they occur, the words “Rajgarh Schore Kshetriya Gramin Bank” shall be substituted.

[No. F. 1-23/84-RRB(ii)]

का. आ. 1466 :—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (6) के खण्ड (क) के उप-खण्ड (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 22 मार्च, 1983 की अधिसूचना का. आ. सं. 200(अ) में निम्नलिखित संशोधन करती है, यथा :—

उक्त अधिसूचना में “राजगढ़ क्षेत्रीय ग्रामीण बैंक” शब्दों के स्थान पर “राजगढ़ सिंहौर क्षेत्रीय ग्रामीण बैंक” शब्द रखे जाएंगे।

[सं. एफ. 1-23/84-आर.आर.बी. (3)]

S.O. 1466.—In pursuance of sub-clause (iii) of clause (a) of sub-section (6) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 200(E), dated the 22nd March, 1983, namely:—

In the said notification, for the words “Rajgarh Kshetriya Gramin Bank”, the words “Rajgarh Schore Kshetriya Gramin Bank” shall be substituted.

[No. F.1-23/84-RRB(iii)]

का. आ. 1467 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 22 मार्च, 1983 की अधिसूचना का. आ. सं. 201(अ) में निम्नलिखित और संशोधन करती है, यथा :—

उक्त अधिसूचना में “राजगढ़ क्षेत्रीय ग्रामीण बैंक” शब्दों के स्थान पर “राजगढ़ सिंहौर क्षेत्रीय ग्रामीण बैंक” शब्द रखे जाएंगे।

[सं. एफ. 1-23/84-आर.आर.बी. (4)]

च. वा. मीरचंदानी, निदेशक

S.O. 1467.—In pursuance of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 201(E), dated the 22nd March, 1983, namely:—

In the said notification, for the words “Rajgarh Kshetriya Gramin Bank”, the words “Rajgarh Schore Kshetriya Gramin Bank” shall be substituted.

[No. F.1-23/84-RRB(iv)]

C. W. MIRCHANDANI, Director

नई दिल्ली, 18 मार्च, 1986

का.आ. 1468 : प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 2 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री राधेश्याम अग्रवाल को बाराबंकी ग्रामीण बैंक, बाराबंकी का अध्यक्ष नियुक्त करती है तथा 31-12-85 से प्रारम्भ होकर 31-12-88 को समाप्त होने वाली अवधि के रूप में निर्धारित करती है जिसके दौरान श्री राधेश्याम अग्रवाल अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-13/82 आर.आर.बी.]

New Delhi, the 18th March, 1986

S.O. 1468.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Radhey Shyam Agarwal, as the Chairman of Barabanki Gramin Bank, Barabanki and specifies the period commencing on the 31-12-85 and ending with the 31-12-88 as the period for which the said Shri Radhey Shyam Agarwal shall hold office as such Chairman.

[No. F. 2-13/82-RRB]

का.आ. 1469 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार के वित्त मंत्रालय (बैंकिंग प्रभाग) की दिनांक 28 मार्च, 1983 की अधिसूचना का.आ. 228(इ.) में निम्नलिखित संशोधन करती है, यथा :—

उपर्युक्त अधिसूचना के अंग्रेजी पाठ में : “Shri Sathavahana Grameena Bank” के स्थान पर “Sri Sathavahana Grameena Bank” शब्द रखे जाएंगे।

[सं. एफ.-1-19/82 आर.आर.बी.-(1)]

S.O. 1469.—In exercise of the powers conferred by sub-section (1) of section 3 of the Regional Rural Bank Act, 1976 (21 of 1976) the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 228(E) dated the 28th March, 1983, namely:—

In the said notification, for the words “Shri Sathavahana Grameena Bank”, the words “Sri Sathavahana Grameena Bank” shall be substituted.

[No. F. 1-19/82-RRB(i)]

का.आ. 1470 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार के वित्त मंत्रालय (बैंकिंग प्रभाग) की दिनांक 28 मार्च, 1983 की अधिसूचना का.आ. 229(इ.) में निम्नलिखित संशोधन करती है, अर्थात् :

उपर्युक्त अधिसूचना के अंग्रेजी पाठ में “Shri Sathavahana Grameena Bank” शब्दों के स्थान पर जहाँ, कहीं वे पाते हों “Sri Sathavahana Grameena Bank” शब्द रखे जाएंगे।

[सं. एफ. 1-19/82-आर.आर.बी.-(2)]

S.O. 1470.—In pursuance of the powers conferred by sub-section (1) of section 4 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 229(E), dated the 28th March, 1983, namely :—

In the said notification for the words "Shri Sathavahana Grameena Bank", wherever they occur, the words "Sri Sathavahana Grameena Bank" shall be substituted.

[No. F. 1-19/82-RRB(ii)]

का.प्रा. 1471.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (6) के खण्ड (क) के उपखण्ड (3) के अनुसरण में केन्द्रीय सरकार द्वारा भारत सरकार के वित्त मंत्रालय (बैंकिंग प्रभाग) की दिनांक 28 मार्च, 1983 की अधिसूचना सं. का.प्रा. 230 (ड.) में निम्नलिखित संशोधन करती है, अर्थात् :—

उपरोक्त अधिसूचना के अंग्रेजी पाठ में "Shri Sathavahana Grameena Bank" शब्दों के स्थान पर "Sri Sathavahana Grameena Bank" शब्द रखे जाएंगे।

[संख्या एक. 1-19/82-आर.आर.बी.-(3)]

S.O. 1471.—In pursuance of sub-clause (iii) of clause (a) of sub-section (6) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 230(F), dated the 28th March, 1983, namely :—

In the said notification, for the words "Shri Sathavahana Grameena Bank", the words "Sri Sathavahana Grameena Bank" shall be substituted

[No. F.1-19/82-RRB(iii)]

का.प्रा. 1472.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार द्वारा भारत सरकार के वित्त मंत्रालय (बैंकिंग प्रभाग) की दिनांक 28 मार्च, 1983 की अधिसूचना सं. का.प्रा. 231 (ड.) में निम्नलिखित संशोधन करती है, अर्थात् :—

उपरोक्त अधिसूचना के अंग्रेजी पाठ में "Shri Sathavahana Grameena Bank" शब्दों के स्थान पर "Sri Sathavahana Grameena Bank" शब्द रखे जाएंगे।

[संख्या एक. 1-19/82-आर.आर.बी.(4)]

जे. एस. टिवाना, सचिव

S.O. 1472.—In pursuance of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S. O. 231(E), dated the 28th March, 1983, namely:—

In the said notification, for the words "Shri Sathavahana Grameena Bank", the words "Sri Sathavahana Grameena Bank" shall be substituted.

[No. F. 1-19/82-RRB(iv)]

I. S. TIWANA, Under Secy.

नई दिल्ली, 24 मार्च, 1986

का.प्रा. 1473.—औद्योगिक वित्त नियम अधिनियम, 1948 (1948 का 15) की धारा 10 की उपधारा (1) के खण्ड (ख) के

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अनुसरण में, केन्द्रीय सरकार द्वारा वित्त मंत्रालय प्राथमिक कार्य विभाग (बैंकिंग प्रभाग) नयी दिल्ली के संयुक्त सचिव श्री मनीश चन्द्र मत्तियाजी को श्री अशोक चन्द्र के स्थान पर भारतीय औद्योगिक वित्त नियम के निर्देशक के रूप में नामित करती है।

[सं. एक. 9/7/86-बी.प्रो. I (1)]

New Delhi, the 24th March, 1986

S.O. 1473.—In pursuance of clause (b) of sub-section (1) of section 10 of the Industrial Finance Corporation Act, 1948 (15 of 1948) the Central Government hereby nominates Shri M. C. Satyawadi, Joint Secretary, Ministry of Finance Department of Economic Affairs (Banking Division), New Delhi as a Director of the Industrial Finance Corporation of India vice Shri Ashok Chandra.

[No. F. 9/7/86-BO.I(1)]

का.प्रा. 1474.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) योजना 1980 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार, वित्त मंत्रालय, प्राथमिक कार्य विभाग (बैंकिंग प्रभाग) नयी दिल्ली के निदेशक श्री एस.एस. हसूरकर को एतद्वारा श्री अशोक चन्द्र के स्थान पर पंजाब एण्ड सिंध बैंक के निदेशक के रूप में नियुक्त करती है।

[सं. एक. 9/7/86-बी.प्रो.-I (2)]

S.O. 1474.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri S. S. Hasurkar, Director, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of the Punjab and Sind Bank vice Shri Ashok Chandra.

[No. F. 9/7/86-BO.I(2)]

नई दिल्ली, 25 मार्च, 1986

का.प्रा. 1475.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) योजना 1970 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार वित्त मंत्रालय, प्राथमिक कार्य विभाग (बैंकिंग प्रभाग) नयी दिल्ली के उप सचिव श्री प्रदीप कुमार को एतद्वारा श्री अशोक चन्द्र के स्थान पर बैंक आफ महाराष्ट्र के निदेशक के रूप में नियुक्त करती है।

[सं. एक. 9/7/86-बी. प्रो. I]

एम. एस. सीथारामन, सचिव

New Delhi, the 25th March, 1986

S.O. 1475.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Pradeep Kumar, Deputy Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of Bank of Maharashtra vice Shri Ashok Chandra.

[No. F. 9/7/86-B.O.I]

M. S. SEETHARAMAN, Under Secy.

वित्त मंत्रालय

नई दिल्ली, 12 अप्रैल, 1986

का.प्रा. 1476.—केन्द्रीय सरकार नियम (स्वाधितो नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए मेसर्स इन्सपेक्शन सर्वे तथा

सर्विलेस (इण्डिया) प्राइवेट लिमिटेड, 24 सी/27, पार्क लेन, कलकत्ता 700016 को इससे उपाबंध अनुसूची में विनिर्दिष्ट खनिज तथा अयस्क ग्रुप-II का निर्यात से पूर्व निरीक्षण करने के लिए अधिकरण के रूप में इन शर्तों के अधीन रहते हुए, 24 मार्च, 1986 से एक और वर्ष की अवधि के लिए मान्यता देती है कि खनिज तथा अयस्क ग्रुप-II के निर्यात (निरीक्षण) नियम 1965 के नियम 4 के उपनियम (4) के अधीन निरीक्षण प्रमाण पत्र देने के लिए संगठन द्वारा चलाई गई निरीक्षण पद्धति को जोड़ करने के लिए निर्यात निरीक्षण परिषद् के किसी भी अधिकाराल को पर्याप्त सुविधाएं देगा।

अनुसूचा

1. मैंगनीज डायाक्साइड
2. कोयनाइट
3. सिलिमनाइट
4. जिंक सॉल्विन वर्ण सहित जिंक अयस्क
5. ड्रेड बर्नेट तथा कालिड मैंगनीज सहित मैंगनीज
6. बैराडिन
7. लाल आक्साइड
8. पाला गैरिज
9. स्टेटाइड
10. फेल्डस्पार

[फा. सं. 5/11/83-ई. आई. एण्ड ई. पी.]

MINISTRY OF COMMERCE

New Delhi, the 12th April, 1986

S.O. 1476.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of one year with effect from 24th March, 1986 M/s. Inspection Survey and Surveillance (India) Pvt. Ltd., 26D/27, Park Lane, Calcutta-700016, as an agency for inspection of the Mineral and Ores Group II specified in Schedule annexed hereto prior to export subject to the condition that the organisation shall give adequate facilities to any officer of the Export Inspection Council to examine the method of inspection followed by the organisation in granting the certificate of inspection under sub-rule (4) of rule 4 of the Export Minerals and Ores Group-II (Inspection) Rules, 1965.

SCHEDULE

1. Manganese Dioxide
2. Keynite
3. Sillimanite
4. Zinc Ores, including Zinc concentrates
5. Magnesite, including dead-burnt and calcined magnesite
6. Baryts
7. Red Oxide
8. Yellow Ochre
9. Stealite
10. Feldspar

[F. No. 5/11/83-EI&EP]

फा. आ. 1477.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, समय से इसी अधिनियम सर्वे एण्ड सर्विलेस इण्डिया प्राइवेट लिमिटेड, 26डी/27, पार्क लेन, कलकत्ता 700016 को भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. फा. आ. 1270 तारीख 24 मार्च, 1966 की अनुसूची-II में अकार्बनिक रसायनों का निर्यात से पूर्व निरीक्षण करने के लिए अधिकरणों के रूप में इन शर्तों के अधीन रहते हुए, 25 मार्च, 1986 से एक और वर्ष की अवधि के लिए मान्यता देती है कि अकार्बनिक रसायन के निर्यात (निरीक्षण) नियम,

1966 के नियम 4 के उपनियम (4) के अधीन निरीक्षण प्रमाण पत्र देने के लिए संगठन द्वारा चलाई गई निरीक्षण पद्धति को जोड़ करने के लिए निर्यात निरीक्षण परिषद् के किसी भी अधिकाराल को पर्याप्त सुविधाएं देगा।

[फा. सं. 5/11/83-ई. आई. एण्ड ई. पी.]

एन. एस. हरीहरन, निदेशक

S.O. 1477.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of one year with effect from 24th March, 1986 M/s. Inspection Survey & Surveillance (India) Pvt. Ltd., 26D/27, Park Lane, Calcutta-700016 as an agency for inspection of the Inorganic Chemicals specified in Schedule II annexed to the notification of the Government of India, Ministry of Commerce No. S.O. 1270 dated 25th March, 1966 prior to their export subject to the condition that the organisation shall give adequate facilities to any officer of the Export Inspection Council to examine the method of inspection followed by the organisation in granting the certificate of inspection under sub-rule (4) of rule 4 of the Export of Inorganic Chemicals (Inspection) Rule, 1966.

[F. No. 5/11/83-EI&EP]

N. S. HARIHARAN, Director

(संयुक्त शुद्ध निर्यात प्रायत-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंस क्षेत्र)

नई दिल्ली, 7 मार्च, 1986

फा. आ. 1478.—सर्वश्रेष्ठ एच. एम. टी लिमिटेड, (ट्रैक्टर डिवाइजन) पिंजोर, जिला अम्बाला को श्रावित लाइसेंस सं. आई. ए./2240499 दिनांक 28-2-85 को नीति पुस्तक अर्पण मार्च 1985 के अध्याय 9 के पैरा 60 (1) के शर्तों के अधीन स्पेयरस के आयात हेतु अपने प्राधिकरणों को दिया गया अध्यायन पूरा करने के लिये या किसी पश्चात् सेवाएं प्रदान करने के उद्देश्य से जारी किया गया था।

श्रावित फा. ने इस कथन के समर्थन में अब एक शपथपत्र, आयात निर्यात का कार्यविधि पुस्तिका 1985-88 के पैरा 85-88 के अन्तर्गत प्रस्तुत किया है। जिसमें उन्होंने कहा है कि लाइसेंस सं. आई. ए./2240499 दिनांक 20-2-85 को अप्रैल-1985 की श्रावित का 5,00,000/- के लिये जारी किया हुआ लाइसेंस कस्टम अधिकारी, बम्बई के पास पंजीकृत कराने के पश्चात् जल गया है।

हुण्टिकेट कस्टम प्रयोजन कापी बकाया राशि 4,26,175/- रु. को पूरा करने के लिये अर्पणित है।

मैं मनुजुष्ट हूँ कि उक्त आयात लाइसेंस की मूलकस्टम प्रयोजन कापी जल गई है।

अतः आयात-व्यापार नियंत्रण आदेश 1955 दि. 7-12-55 (यथा संशोधित) 9 (सीडी) की धारा में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस सं. आई. ए./2240499 दि. 20-2-85 की मूल कस्टम प्रयोजन कापी को निरस्त करने का आदेश देता हूँ।

[फा. सं. जी आर /278/ए. एम/85/एच II सी एल ए]

(Office of the Joint Chief Controller of Imports & Exports)

(Central Licensing Area)

New Delhi, the 7th March, 1986

CANCELLATION ORDER

S.O. 1478.—M/s. H.M.T Ltd (Tractor Division) Pinjore, Distt. Ambala, were granted Import Licence No. IA/2240499/dt 28-2-85 for import of spares needed for

purpose of providing warranty coverage or after sales service subject to conditions as per para 60(1) of chapter 9 of Import Policy Book for AM-85.

The applicant has filed an affidavit as required under para 85—88 of Hand Book of Import-Export Procedure 1985—88 wherein they have stated that Custom Purpose copy of the licence No. I/A/2240499 dt. 20-2-85 for Rs. 5,00,000 issued for the period AM-85 had been burnt after having been registered with Custom Authority Bombay.

The duplicate Custom Purpose copy is required to cover the balance value of Rs. 4,26,175.

I am satisfied that the Custom Purpose Copy of the Licence has been burnt.

In exercise of the powers conferred on me under subject clause 9 (CC) of the Import Trade Control Order 1955 dt. 7-12-55 as amended upto date, the said original Custom Purpose Copy of the Licence No. I/A/2240499 dt. 20-2-85 for the value of Rs. 5,00,000 is hereby cancelled.

[F. No. GR-278/AM-85/AU-I/CLA/2683]

निरस्ती आदेश

क्र. प्र. 1479:—यंत्रा एच. एम. टी. लिमिटेड, (ट्रैक्टर डिवीजन) निजी. नि. ग. म. को आयात लाइसेंस सं. पी./सी. जी./2092221 दिनांक 11-4-85 को एक सेट स्ट्रेटनिंग प्रेस मर्बा कन्ट्रोल्ड स्ट्राक प्रेस गो. वा. नं./50 क्षति 415 वाट बिजली सप्लाई के उपयुक्त 50 एच. वीड-3-फेज अटैचमेंट्स, एक्सटरीज एवं स्पेयर के साथ (2) एक सेट बोनारड इंटरनल ग्रान्डिंग मशीन माडल-5 पूर्ण एवं अर्ध स्वचालित साइडिंग एवं उसके अटैचमेंट्स, एक्सटरीज एवं स्पेयर के साथ (3) 2 नम्बर एम. 35X2 थ्रेड काल आइडूर गो एवं नो-गो गेज के आयात हेतु जारी किया गया था।

आवेदक को ने इस कथन के समर्थन में अब एक अपधुपत्र, आयात निर्यात का कर्तव्यिध प्रतिका 1985-88 के पैरा 85-88 के अन्तर्गत प्रस्तुत किया है। जिनमें उन्होंने कहा है कि लाइसेंस सं. पी./सी. जी. 2092221 दिनांक 11-4-85 प्रैम मार्च 85 की अवधि का 1518371 रु. के निचे जारी किया हुआ लाइसेंस वास्टम प्राधिकारी बम्बई के पास जंजीकृत करने के पश्चात् कड़ी जल गई है।

मैं अनुष्टु हू कि उक्त आयात लाइसेंस की मूल कस्टम प्रयोजन कार्पी जल गई है।

अतः आयात-निर्यात नियंत्रण आदेश, 1955 दिनांक, 7-12-55 (यथा संशोधित) की 9 (सीसी) पारा में प्रदत्त अधिकारों का प्रयोग करते

द्वारा मैं उपरोक्त लाइसेंस सं. पी./सी. जी./2092221 दिनांक 11-4-85 की मूल कस्टम प्रयोजन कार्पी का निरस्त करने का आदेश देता हूँ।

[फा. सं. जी. आर.-275/ए. एम-85/ए. यू. II/सी. एच. ए.]

डा. आर. के. धवन,-

उप मुख्य नियंत्रक आयात-निर्यात

कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात

CANCELLATION ORDER

S.O. 1479.— M/s. H.M.T Ltd., (Tractor Division), Pinjore 134101 Distt. Ambala were granted Import Licence No. P/CG/2092221 dt. 11-4-85 for import of 1 set straightening press with servo controlled stroke type VPR/50 suitable for current supply 415 V, 50 HZ 3-Phase Along with attachments, accessories and spares (2) one set yonard internal grinding machine model 5, with fully and semi-Automatic Cycle along with attachments accessories and spares. (3) 2 nos. M-35x2 thread call IPER go and no-go gauge.

The applicant has filed an affidavit as required under Para 85—88 of Hand Book of Import Export Procedure 1985—88 wherein they have stated that Custom Purpose copy of the licence No. P/CG/2092221 dt. 11-4-85 for Rs. 1518371 issued for the period AM-85 had been burnt after having been registered with the Custom authority, Bombay.

The duplicate custom purpose copy is required to cover the balance value of Rs. 3,02,930.

I am satisfied that the Custom Purpose copy of the Licence has been burnt.

In exercise of the powers conferred on me under subject clause 9(CC) of the Import Trade Control Order 1955 dt. 7-12-55 as amended upto date, the said original Custom Purpose Copy of Licence No. P/CG/2092221 dt. 11-4-85 for the value of Rs. 15,18,371 is hereby cancelled.

[F. No. GR-275/AM-85/AU-II/CLA]

DR. R. K. DHAWAN,

Dy. Chief Controller of Imports and Exports

for Jt. Chief Controller of Imports & Exports

खाद्य और नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक संस्था

नई दिल्ली, 24 मार्च, 1986

क्र. प्र. 1480:—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन विभाग) विनियम 1955 के विनियम 8 के विनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 86 लाइसेंसों के विवरण नीचे अनुसूची में दिये गए हैं, वे लाइसेंसधारियों को मानक संबंधी मुहर लगाने का अधिकार देने द्वारा अक्टूबर 1983 में स्वीकृत किए गए हैं।

अनुसूची

क्रम संख्या	लाइसेंस संख्या (सी एम/एल)	वैधता की अवधि		लाइसेंसधारी का नाम और पता	लाइसेंस के अधीन वस्तु/विनियम और सम्बंध IS पैराम
		से	तक		
(1)	(2)	(3)	(4)	(5)	(6)
1.	सी.एम./एल-1143845 1983-01-04	83-01-16	84-01-15	ट्रेडबेल कार्पोरेशन, 132, शिवकप इंडस्ट्रियल इस्टेट एल.पी. शास्त्री नगर, विस रोली, बम्बई-400079 (महाराष्ट्र)	द्रवित पेट्रोलियम गैस के साथ प्रयुक्त दो बर्नरों के घरेलू गैस के बूल्हे, जिनके बर्नर की रेटिंग 62 लि/घ और 72 लि/घ IS: 4246-1978

(1)	(2)	(3)	(4)	(5)	(6)
2. सी. एम./एल.-1148946 1983-01-04	83-01-16	84-01-15	अंकर इंडस्ट्रीज (प्रा.) लि., जैसोर रोड, पोस्ट घा-मध्यम ग्राम, जिला-24 परगना (प. ब.), (कार्यालय: 141/1 सी, लेनिन सरानी, कलकत्ता-13)	एलिट्रन इसी 302% IS: 1307-1973	
3. सी. एम./एल.-1149039 1983-01-04	83-01-16	84-01-15	नेशनल डायल कंपनी, 7 एम. एम. फीडर रोड, कलकत्ता-700057 (प. ब.) (कार्यालय: पी-38, इंडिया एक्सचेंज प्लेस, कलकत्ता-700001 (प. ब.))	सेवारत रस्सों पर प्रयुक्त स्नेहक, केबल ग्रेड 2 IS: 9182 (भाग 3)-1979	
4. सी. एम./एल.-1149140 1983-01-06	83-01-16	84-01-15	मंजु इलेक्ट्रिकल इंडस्ट्रीज लि., 12 बी. के. एम. पोलाकी रोड, मलूम चकपट्टी पोस्ट, क्रोयम्बसूर-641021	खेती कार्यों के लिए निम्न साइजों के साफ, ठंडे और ताजे पानी के मोनोसेट पम्प:	

साइज	किस्म	गति	वृद्धाव	निकास	कुल कार्यक्षमता	मॉडर
65×50 मिमी	एम एच 54	2880 चप्रमि	30 मी.	6 लिप्रसे	40% 3.7 किवा	ए श्रेणी
65×50 मिमी	एम एच 102	2880 चप्रमि	48 मी.	8 लिप्रसे	38% 7.5 किवा	ए श्रेणी
65×60 मिमी	एम एच 33	2880 चप्रमि	22 मी.	7.6 लिप्रसे	45% 2.2 किवा	ए श्रेणी
75×65 मिमी	एम एस 55	1440 चप्रमि	18 मी.	13 लिप्रसे	45% 3.7 किवा	ए श्रेणी

(1)	(2)	(3)	(4)	(5)	(6)
5. सी. एम./एल.-1149241 1983-01-07	82-12-01	83-11-30	प्रोमियर पेस्टोसाइड्स प्रा. लि., प्लाट सं. 76 ए, इंडस्ट्रियल डेवलपमेंट प्लाट, कालामासेरी (कार्यालय: एम. आ. रोड, एनाकुलम, कोचीन-682011)	डी. बी. टी., इसी 25% IS : 633--1975	
6. सी. एम./एल.-1149342 1983-01-07	83-01-16	83-01-15	फंडस ऑन फाउंडरी एंड वर्कसोप, गिल रोड, लुधियाना-141003, पंजाब	बक्री नास द्वारा भरण प्रणाली वाले क्षतिदार मिलिडरमुभा शक्ति आसित धेनुर, 3.7 किवा से 18.5 किवा (5 हापा से 25 हापा) की रेटिंग वाले क्री सामान्य और सुरक्षा अपेक्षाएं IS: 9020--1979	
7. सी. एम./एल.-1149443 1983-01-07	83-01-16	84-01-15	मेघना मिल्स क. लि., पो घा-जगतदल, जिला-24 परगना (प. ब.) (कार्यालय: 3, एन. एम. रोड, कलकत्ता-700001) (प. ब.)	तिरपाव के लिए पटसन के कपड़े, 38 ग्राम/मी ² , 68×39 IS: 7407 (भाग 3)-1980	
8. सी. एम./एल.-1149544 1983-01-07	83-01-16	84-01-15	श्री बारन सहकारी दूध, उत्पादक प्रक्रिया संघ लि., अमृतनगर पो घा-बारनगर जिला-कोल्हापुर (म. रा.)	दूध का पाउडर (क्रिम निकला) IS: 1165--1975	
9. सी. एम./एल.-1149645 1983-01-07	83-01-16	84-01-15	मुपर एक्स्युसेम (इंडिया) प्रा. लि., 14-ए, मजफ्फर रोड, नई दिल्ली-110015	सीमेंट रोगन, अपेक्षित रंग का IS: 5410--1969	

(1)	(2)	(3)	(4)	(5)	(6)
10. सी. एम./एल.-1149746 1983-01-07	83-01-16	84-01-15	ग्रहवाती बायर लिफ्टोन लि., लाल बहादुर शास्त्री मार्ग, मंडप, बम्बई-400078	वर्तमान का विलियम बांड	कट सं. 1. ओवर कोर्ड ई 307 2. ओवर कोर्ड ई 317 3. ओवर कोर्ड ई 317 IS: 814 (भाग 2) - 1974
11. सी. एम./एल.-1149847 1982-12-30	83-01-16	84-01-15	प्राय केबल्स प्रा. लि., 195/4-196/1, नंगली सकावती, नजफगढ़ रोड, नई दिल्ली, (कार्यालय: ए-79, नारायणा हंटर, एरिया, फेस 1, नई दिल्ली-110028	ग्रह तापमान और बहिरंग उपयोग वाले केबलों को छोड़कर 1100 मोल्ड तक की कार्यकारी मोल्डता के लिए एलुमिनियम कालकों सहित पी. वा. सी. रोहित और बोलदार केबल IS: 694-1977	
12. सी. एम./एल.-1149948 1983-01-13	83-02-01	84-01-31	आर. आर. बिबल्स, 97, सी. जी. गवर्नमेंट इंडस्ट्रियल एस्टेट, कंदीवली (प) बम्बई-400067	द्रवित पेट्रोलियम गैस के साथ प्रयुक्त वा. बनेरों के घरेलू गैस के बूल्हे जिनके बनेर की रेटिंग 1475 किक्/घं की 1875 किक्/घं है IS: 4246-1978	
13. सी. एम./एल.-1150024 1983-01-13	83-01-01	83-12-31	प्रभात सिलेंडर्स प्रा. लि., 35-बी, वा. रसेंद्र इंडस्ट्रियल एस्टेट, अनिकल तालुक, बंगलौर जिला, बंगलौर	द्रव गैस 33.3 लिटर जल क्षमता वाले वेल्डकृत ग्रह काबन इस्पात के गैस सिलिंडर IS: 3186-1974	
14. सी. एम./एल.-1150125 1983-01-13	82-11-01	83-10-31	बाम्बे बायर रोपस लि., कोलकोटा रोड, ठाणे-400607 (महाराष्ट्र) (कार्यालय: 401/405, जाली बवन सं. 1, चोथा मंजिल 10 न्यूमैरीन साईंस बम्बई-400020)	जानों में वाईडिंग और सवारी दुलाई के लिए इस्पात तार के लड़दार रस्से। IS: 1855-1977	
15. सी. एम./एल.-1150226 1983-01-14	83-02-01	84-01-31	बालागोर जूट फैक्टरी कं. लि., 283, महायज नंद कुमार रोड, कलकत्ता-100035 (प. बं.) (कार्यालय: 4, पलाइव रो, कलकत्ता-800001 (प. बं.)	बी-ट्रिबल कपड़ा - IS: 3667-1966	
16. सी. एम./एल.-1150327	82-11-01	83-10-31	वि गोरेपीर कं. लि., गोर्कि, 24 परगना (प. बं.), (कार्यालय: 4, फेयरलाइ प्लेस कलकत्ता-700001 (प. बं.)	बोटिंगल कपड़ा-- IS: 3667-1966	
17. सी. एम./एल.-1150428 1983-01-14	83-02-01	84-01-31	श्री राम जूट मिल लि., गोवाम नं. 22, 1/4 सी, कं. सी. रोड, कलकत्ता-700002 (प. बं.) (कार्यालय: 10, पलाइव रो, कलकत्ता 700001 (प. बं.)	उर्वरक भरने के लिए 407ग्र./ मी. ² 85×39 तिरपाल के कपड़े की बनी जूट की परतदार बोरियां IS: 7406 (भाग 1) 1974	
18. सी. एम./एल.-1150529 1983-01-14	83-02-01	84-01-31	किरन इंजीनियरिंग वर्क्स, जी. टी. रोड, बटाला 143505 (पंजाब),	इकी ताल द्वारा भरण प्रणाली वाले वातदार सिलिंडर नुमा शक्ति वालित प्रेशर, 2.2 किबा से 18.5 किबा (3 हापा से 25 हापा) की रेटिंग वाले की की सामान्य और सुरक्षा प्रदेशाएं IS: 9020-1979	

(1)	(2)	(3)	(4)	(5)	(6)
19. सी. एम./एल-1150630 1983-01-14	83-02-01	84-01-31	प्यारा सिंह अमर सिंह गुरुतेग बहादुर मार्ग, (रेलवे रोड) अहमदाबाद जि. संगरूर (पंजाब)	डकी नाल द्वारा भरण प्रणाली वाले दातेदार मिलिटरी नुमा शक्तिशालित श्रेणर, 3.7 किवा से 13.5 किवा (5 हापा से 25 हापा) की रेटिंग वाले, सामान्य और सुरक्षा प्रोक्षाएं IS: 9020-1979	
20. सी. एम./एल-1150731 1983-01-14	83-02-01	84-01-31	जोगिंदर सिंह नारंगसिंह रेलवे रोड, अहमदाबाद जिला संगरूर	-वही-	
21. सी. एम./एल-1150832 1983-01-14	83-02-01	84-01-31	न्यू ट्रेलर्स एंड इम्प्लीमेंट्स, कापरिशन, (भिवानी रोड, रेलवे क्रॉसिंग), रोहतक (हरियाणा)	डकी मशी द्वारा भरण प्रणाली वाले बले दार मिलिटरीनुमा शक्ति चालित श्रेणर 9.3 किवा (केवल 12.5 हापा तक) की रेटिंग वाले, सामान्य और सुरक्षा प्रोक्षाएं IS: 9020 -1979	
22. सी. एम./एल.-1150933 1983-01-14	83-02-01	84-01-31	नार्दन मिनरल्स प्रा. लि., दौलताबाद रोड, गड़गांव (हरियाणा)	मालाशियान डब्ल्यू डी. पी. 25 % IS: 2569 1978	
23. सी. एम./एल 1151026 1983-01-14	83-02-01	84-01-31	मिनबूल इंसुलेशन लि., हडशीगुटा, उप्पल हैदराबाद 500013 (आ. प्र.) (कार्यालय: 15-9-495, महबूब गंज, हैदराबाद 500012 (आ. प्र.)	ताप रोधन के लिए खुली लोह और धातु मल ऊन किस्म 1 और 2 IS: 3677-1973	
24. सी. एम./एल-1151127 1983-01-17	83-02-01	84-01-31	आलिदा मशीन इंस्ट्रूमेंट्स, यंजनगर, गोकुल रोड, हुबली 580030	कोरदार डाट साइज: 300 मिमी तक IS: 1538 (भाग 8) 1976	
25. सी. एम./एल.-1151228 1983-01-17	83-02-01	84-01-31	-वही-	कालर साइज: 300 मिमी तक IS: 1538 (भाग 9) 1976	
26. सी. एम./एल-1151329 1983-01-17	83-02-01	84-01-31	अलिदा मशीन इंस्ट्रूमेंट्स, यंजनगर, गोकुल रोड, हुबली 580030	बोहरे सॉकेट बेंड साइज: 300 मिमी तक IS: 1538 (भाग 10) 1976	
27. सी. एम./एल.-1151430 1983-01-17	83-02-01	84-01-31	-वही-	टी, सभी सॉकेट साइज: 300 मिमी तक IS: 1538 (भाग 2) 1976	
28. सी. एम./एल.-1151531 1983-01-17	83-02-01	84-01-31	-वही-	कैप साइज: 300 मिमी तक IS: 1538 (भाग 15) 1976	
29. सी. एम./एल.-1151632 1983-01-17	83-02-01	84-01-31	-वही-	प्लग साइज: 300 मिमी तक IS: 1538 (भाग 16) 1976	
30. सी. एम./एल-1151733 1983-01-17	83-02-01	84-01-31	-वही-	बल माउथपीस साइज: 300 मिमी तक IS: 1538 (भाग 17) 1976	
31. सी. एम./एल.-1151834 1983-01-17	83-02-01	84-01-31	-वही-	दोहरी कोरदार बेंड साइज: 300 मिमी तक IS: 1538 (भाग 18) 1976	

(1)	(2)	(3)	(4)	(5)	(6)
32	सी. एम./एल. 1151935 1983-01-17	83-02-01	84-01-31	अलिदा मशीन इंडस्ट्रीज, बल्लनगर, गोकुल रोड, हुबली 580030	कोरवार टी साइज: 300 मिमी तक IS: 1538 (भाग 19) 1976
33	सी. एम./एल. 1152028 1983-01-17	83-02-01	84-01-31	"	दोहरी कोरवार शंकु साइज 300 मिमी तक IS: 1538 (भाग 21)-1976
34	सी. एम./एल. 1152129 1983-01-17	83-02-01	84-01-31	"	श्रीक कोट साइज 300 मिमी तक IS: 1538 (भाग 23) 1976
35	सी. एम./एल. 1152230 1983-01-17	83-01-01	83-12-31	प्रोमियर केबल कं. लि., कक्कुट्टी, एंगमली एनकुलम जिला	मोटर वाहनों के पी. वी. सी. रोधित इलेक्ट्रिक कार्यों के लेबल अतिरिक्त आवरण के बिना IS: 2465-1969
36	सी. एम./एल. 1152331 1983-01-18	83-02-01	84-01-31	एनयूसी इलेक्ट्रॉनिक्स लि., टिन्मको हाउस, राजमोती मिल्स के सामने राजकोट	निम्नलिखित रेटिंग के उच्च, एक मिलियन, चार स्टोक वाले जल शीतल डीजल इंजन निर्गत: 7.36 किवा (10 हाफ) गति: 1000 क्षमति नियमन: वर्ग 'बी' एस एफ सी 265 प्रा./किवा/ य IS: 1601-1960
37	सी. एम./एल. 1152432 1983-01-18	83-01-16	84-01-15	भारत कंडक्टर, ई 33, सेक्टर 8, नौएडा, गाजियाबाद	शिरोपरि प्रेषण कार्यों के लिए जस्ती कृत इस्पात प्रबलित एलुमिनियम चालक IS: 398 (भाग 2) 1976
38	सी. एम./एल. 1152533 1983-01-18	82-09-16	83-09-15	भारत वायर्स, जी 3 डी. एस. आई. डी. सी. इंडस्ट्रियल कॉम्प्लेक्स, रोहनक रोड, (नांगलोई) दिल्ली 110041	शिरोपरि प्रेषण कार्यों के लिए एलुमिनियम के लड़दार चालक IS: 398 (भाग 1) 1976
39	सी. एम./एल. 1152634 1983-01-18	83-02-01	84-01-31	फिन्सु पाइप्स प्रा. लि., जी 25, सेक्टर 11, नौएडा, गाजियाबाद	पेय जल आपूर्ति के लिए भस्म पी. वी. सी. पाइप वर्ग 3 (6 कि. ग्रा.सेमी) साइज: 110 मिमी तक IS: 4985 1981
40	सी. एम./एल. 1152735 1983-01-18	82-07-16	83-07-15	इंडियन एलुमिनियम केबल्स लि., 12/1, माइलस्टोन, दिल्ली मधुरा रोड, फरीदाबाद (हरियाणा), (7 वीं मंजिल), कचनजंगा बिल्डिंग, 18 नारायणा रोड, नई दिल्ली 110001	शिरोपरि प्रेषण कार्यों के लिए जस्तीकृत इस्पात प्रबलित एलु- मिनियम चालक IS: 398 (भाग 2) 1976
41	सी. एम./एल. 1152836 1983-01-18	83-02-01	84-01-31	स्टैंडर्ड मेटल वायर्स (प्रा.) लि., ए-26, नारायणा इंडस्ट्रियल एरिया, फेस 1, नई दिल्ली 110028	शिरोपरि प्रेषण कार्यों के लिए एलुमिनियम के लड़दार चालक IS: 398 (भाग 1) 1976
42	सी. एम./एल. 1152937 1983-01-18	83-02-01	84-01-03	विवेक अंतरल इंडस्ट्रीज, बी-46, सिलमिल लिहासपुर इंड, एरिया, जी. टी. रोड, शाहदरा, दिल्ली-110032 (कार्यालय: 16, बरियागंज, शांति मोहन हाउस, अंसारी रोड, नई दिल्ली-110002)	शिरोपरि प्रेषण कार्यों के लिए एलु- मिनियम के लड़दार चालक IS: 398 (भाग 1) 1976

(1)	(2)	(3)	(4)	(5)	(6)
43. सी एम/एल-1153030 1983-01-24		83-02-16	84-02-15	अग्रवाल मल्टी स्टील्स, पटियाला रोड, सुनाम, जिला संगरूर (पंजाब)	संरचना इस्पात (मानक फिम्स) IS: 226—1975
44. सी एम/एल-1153131 1983-01-24		83-02-16	84-02-15	उड़ीसा एलुमिनियम प्रॉडक्ट्स लि., बी-34, इंडस्ट्रीयल इस्टेट, कटक-753010	गहरे कुएँ के बरमे माइज 100 मिमी बोर IS: 9301—1979
45. सी एम/एल-1653232 1983-01-24		83-02-10	84-02-15	मुकंद धायरल एंड स्टील वर्क्स लि., थाणे-वैलापुर रोड, थाणे, (महाराष्ट्र)	मेटल ग्रार्क बेल्डिंग के इलेक्ट्रोड कोर तार के लिए मृदु इस्पात IS: 2879—1975
46. सी एम/एल-1153333 1983-01-24		83-02-16	84-02-15	नवभारत इंडस्ट्रीज, फाउंडरी नगर, हाथरस रोड, भागगा-282006 (उ. प्र.)	इकी वाली द्वारा भरण प्रणाली वाले बातिदार मिलिडरनुमा अक्षिचालित थेयर, 5 हापा रेडिंग वाले की सामान्य और सुरक्षा प्रोक्षण IS: 9020—1979
47. सी एम/एल-1153434 1983-01-24		83-02-01	84-01-31	प्लाटोटेकम (बम्बई) प्रा. लि., ए-1/6, जी आई डी सी बायी, (जिला बुलसार) (गुजरात राज्य)	पेय जल आपूर्ति के लिए अनन्य पी बी सी पाइप, वर्ग 2 एवं 3 माइज 110 मिमी तक IS: 4985—1981
48. सी एम/एल-1153535 1983-01-25		83-02-01	84-01-31	सुरेन्द्र स्टील रोलिंग मिल, अमोल रोड, मंडी गोबिंदाइ (पंजाब)	कंक्रिट प्रबलन के लिए इस्पात के गोलाकार डबर सामान्य के विस्तारित नगिर माइज: केवल 28 मिमी तक IS: 1786—1979
49. सी एम/एल-1153636 1983-01-25		83-02-01	84-01-31	सेंट्रल केब्रस प्रा. लि., ए-13, एम आई डी सी इंडस्ट्रीयल एरिया, हिगना रोड, नागपुर-440049, (कार्यालय: 5, टेम्पल रोड, सिबिल लाइन, नागपुर-440001)	1100 बोल्ड तक की कार्यकारी बोल्डता वाले पी बी सी रोधिर (भारी कार्य) कवचदार और कवच रहित एलुमिनियम वे मालकों वाले बिजली के केबल अन्यथा स्थितियों वाले उपयोगी केबलों को छोड़कर IS: 1554 (भाग 1)—1976
50. सी एम/एल-1153737 1983-01-24		83-02-01	84-01-31	कोन्कुरो इन्फ्रास्ट्रक्चर प्रा. लि., 74, आदर्शनगर, देवरावाद-500483 (भारत प्रदेश)	अति पेट्रोलियम गैस के सामान्य प्रयुक्त प्रिन्स मशीन घरेलू कुकिंग रेज जिसकी गैस खपत 326.2 ग्रा/घं. (3752 किकै/घं.) है, प्रत्येक बर्नर की रेटिंग 163.1 ग्रा/घं. (1876 किकै/घं.) और मध्यम प्रिन्स की रेटिंग 70 लिटर/घं. IS: 4760—1979
51. सी एम/एल-1153838 1983-01-24		83-02-01	84-01-31	एम. ग्रार, इंजीनियरिंग कं., बी-377, इंडस्ट्रीयल एस्टेट, पीन्वा, बंगलोर-560050, (कर्नाटक)	द्रवित पेट्रोलियम गैस के साथ प्रयुक्त दो बर्नरों के घरेलू गैस के बुल्हे, जिनके प्रत्येक बर्नर की रेटिंग 1526 किकै/घं. है, कुल गैस खपत 280 ग्रा/घं. जेट माइज: 57 लि/घं IS: 4246—1979

(1)	(2)	(3)	(4)	(5)	(6)
52. सी एम/एल-1153939 1983-01-24	83-02-01	84-01-31	बैकटेम्बर वेस्टोपाइड एंड एलाइड केमिकल्स प्रा. लि., यूनिट 3, 4, 5 एंड 6, डी-टाइप, इंडस्ट्रियल एस्टेट, महबूब नगर-509002 (भा. प्र.) (कार्यालय : 8-11, लाल बहादुर स्टेशियम, हैदराबाद-500001 (भा. प्र.))	मिश्राइव पैराक्वियोन इमी IS: 2865 1978	
53. सी एम/एल-1154032 1983-01-28	83-02-01	84-01-31	फ्यूजवैव इंडिया प्रा. लि., 16/6, मधुरा रोड, फरीदाबाद-121002 (हरियाणा)	द्रविण पेट्रोनियम गैस के साथ प्रयुक्त प्रिजर सहित घरेलू कुकिंग गैस, रेटिंग-बढ़ा बर्नर 77 लि./घं, शेडा बर्नर, 58 लि./घं., प्रिज 60 लि./घं. IS: 4760—1979	
54. सी एम/एल-1154133 1983-01-28	83-02-16	84-02-15	कनकरता केमिस्ट्री (प्रा.) लि., 43/1, गार्डन रोड रोड, गेट नं. 3, कलकत्ता-700044 (प. बं.) कार्यालय 10, कपाइव रोड कलकत्ता-70 00 01 (प. बं.)	उपरोक्त पत्रों के लिए 407—आ./ मं. 85×39 निर्यात के कवड़े को बंधा जूट का परतदार बोरिया IS: 7406 (भाग 1)—1974	
55. सी एम/एल-1154234 1983-01-28	83-02-01	84-01-31	असराणी इथूव प्रा. लि., प्लाट नं. 45 से 47, फेज-4, आई डी ए, पंचवेर-502320, जिला मेडक (भा. प्र.)	मुद्रु इस्पात तलिकाएँ IS: 1239 (भाग 1)—1979	
56. सी एम/एल-1154335 1983-01-27	83-02-16	84-02-15	आर. एम. इंजीनियरिंग वर्क्स, रोहित मिल बीमिलेस, बोरगा, अहमदाबाद-380008	टी, सादी और प्रबलित किस्म: बी 1, माइज पब्लिश 2 तक IS: 1879 (भाग 3) 1975	
57. सी एम/एल-1154436 1983-01-28	82-01-09	83-12-31	प्रेम कंडक्टर्स प्रा. लि., स्टेशन रोड, बेटवा-382440, जिला अहमदाबाद	गिरोपरि प्रेषण कार्यों के लिए जस्तीकृत इस्पात प्रबलित एलु- मिनियम चालक IS: 398 (भाग 2) 1976	
58. सी एम/एल-1154537 1983-01-28	82-09-16	83-09-15	भारत एलुमिनाईजिंग कार्पोरेशन, (प्रोप. प्रेम उद्योग प्रा. लि.), स्टेशन रोड, बेटवा-380440, जिला अहमदाबाद		
59. सी एम/एल-1154638 1983-01-28	83-02-16	84-02-15	हिन्दुस्तान कंडक्टर्स प्रा. लि., पं. रेलवे 'डी' केबिन के सामने, धरमसिंह बेसार्दी, मार्ग, छावनी रोड, बड़ोदा-390002	गिरोपरि प्रेषण कार्यों के लिए जस्तीकृत इस्पात प्रबलित एलु- मिनियम चालक IS: 398 (भाग 2) 1976	
60. सी एम/एल-1154739 1983-01-28	83-02-16	84-02-15	पीएच केवल एंड कंडक्टर्स, ए-1/171, डी आई सी पोस्टवाक्स, नं. 27, अकशेवर-393002	गिरोपरि प्रेषण कार्यों के लिए जस्तीकृत इस्पात प्रबलित एलु- मिनियम चालक IS: 398 (भाग 2) 1976	
61. सी एम/एल-1154840 1983-01-28	83-02-16	84-02-15	आयमंड केबल्स, 5/12, गे. आई डी ए एस्टेट, गोरखा रोड, बड़ोदा-390016	गिरोपरि प्रेषण कार्यों के लिए जस्ती- कृत इस्पात प्रबलित एलुमिनियम चालक IS: 398 (भाग 2) 1976	
62. सी एम/एल-1154941 1983-01-27	83-02-16	84-02-15	वि बी एंथ्रोप्रोटोन पैरुकीकर कंपनी, (कंडक्टर डिवाजन), अलेज रोड, आनंद-388001, पोस्टवाक्स नं. 9	गिरोपरि प्रेषण कार्यों के लिए जस्तीकृत इस्पात प्रबलित एलु- मिनियम चालक IS: 398 (भाग 2) 1976	

(1)	(2)	(3)	(4)	(5)	(6)
63. सी एम/एल-1155034 1983-01-27	83-02-16	84-02-15	ई लिडिंग रोड मैनु. कं., प्लॉट नं. 13/14, रोड नं. 14, एम जी रोड, उद्योग नगर, उधना, जिला सूरत, गुजरात	वैलिडेट नगर माप (1) मन-ए ग्रार सी 19 ई 307 (2) मन-ए ग्रार सी 21 ई 317 (3) मन-ए ग्रार सी 30 ई 307 IS : 814 (भाग 2) 1975	
64. सी एम/एल-1155135 1983-01-27	82-06-16	83-06-15	बम्बई कंटेनर्स एंड इलेक्ट्रिकल्स लि., प्लॉट नं. 175/1, गांव धोडसर, जलोदानगर के पास, जिला ब्रह्मदाबाद	शिरोपरि प्रेषण कार्यों के लिए जस्तीकृत हस्तात प्रचलित एलु- मिनियम चालक IS : 398 (भाग 2) 1976	
65. सी एम/एल-1155236 1983-01-27	83-02-16	84-02-15	भारत उद्योग, गांव केसर, बहादुरगढ़ (हरियाणा), (कार्यालय 2855, सिरकीवालान, हौज बाजी, दिल्ली-110006)}	अभियांत्रिकी एवं सामान्य इंजीनियरी कार्यों के लिए हस्तात नलिकाएं ग्रेड : ई ग्रार स्क्वू 17 नभी माइज IS : 601 1966	
66. सी एम/एल-1155337 1983-01-27	83-01-16	84-01-15	थी ग्रार. एम. इंड मैटल मैनु कं., 13/3 वां सीन, मथुरा रोड, फरीदाबाद (हरियाणा)	शिरोपरि प्रेषण कार्यों के लिए एलुमिनियम के लड़दार चालक IS : 398 (भाग 1) 1976	
67. सी एम/एल-1155438 1983-01-27	83-02-16	84-02-15	मिस्तर सेन इंडस्ट्रीज, दिल्ली रोड, रिठानी-250103, मेरठ	शिरोपरि प्रेषण कार्यों के लिए जस्तीकृत हस्तात प्रचलित एलु- मिनियम चालक IS : 398 (भाग 2) 1976	
68. सी एम/एल-1155539 1983-01-27	82-07-16	83-07-15	ग्रारियंटल पावर केबल लि., झाकधर केबल नगर, कोटा (राजस्थान)	3.3 किमा और 6.6 किमा कार्यकारी बोल्डता वाले पी वी सी रोधित (भारी कार्य) त्रिजली के केबल— IS : 1554 (भाग 2)—1970	
69. सी एम/एल-1155640 1983-01-27	83-02-16	84-02-15	राइट कंटेनर्स मैनुफैक्चरर्स, एफ-49-51, इंडस्ट्रियल एस्टेट नेबार्ड, जिला टोंक (राजस्थान), (कार्यालय : 27 डी, टोडरमलमार्ग, बनी पार्क, जयपुर-302006)	शिरोपरि प्रेषण कार्यों के लिए जस्तीकृत हस्तात प्रचलित एलु- मिनियम चालक— IS : 398 (भाग 2)—1976	
70. सी एम/एल-1155741 1983-01-27	83-02-16	84-02-15	"	शिरोपरि प्रेषण कार्यों के लिए एलुमिनियम के लड़दार चालक— IS : 398 (भाग 1)—1976	
71. सी एम/एल-1155842 1983-01-29	83-02-16	83-02-15	मूनाहटेड बैंकर्स, काला पहाड़, लिखारा रोड, झाकधर सा कूची, गुवाहाटी-18	बिस्कुट (ग्लुकोस और पिकी) — IS : 10-11-1981	
72. सी एम/एल-1155943 1983-01-29	83-02-16	84-02-15	अगोका बिस्कुट वनस्ते, 2-3-745, अम्बरपत, हैबराबाद-500013	बिस्कुट ग्लुकोज किस्म— IS : 10-11-1968	
73. सी एम/एल-1156036 1983-01-27	83-02-01	84-01-31	इंडस्ट्रियल कॉर्पोरेशन, 49/15, समयपुर, दिल्ली-110042, (कार्यालय : 3814/1-सी, गम्भी बर्मा, मदर बाना रोड, दिल्ली-6)	रंगरोगन के लिए जिक आक्साइड— IS : 35—1975	
74. सी एम/एल-1156137 1983-01-29	83-04-01	84-03-31	ग्रारियंटल पावर केबल लि., केबलनगर (कोटा), राजस्थान	शिरोपरि प्रेषण कार्यों के लिए जस्तीकृत हस्तात प्रचलित एलु- मिनियम चालक— IS : 398 (भाग 2)—1976	

(1)	(2)	(3)	(4)	(5)	(6)
75. सी एम/एल-1156238 1983-01-29		83-02-16	84-02-15	स्वालिटी स्टील ट्यूब प्रा. लि., बिंदकी रोड, जिला फतेहपुर, (कार्यालय : अग्रवाल बिल्डिंग, पि माल, कानपुर (उ. प्र.))	संरचना कार्यों के लिए इस्पात ट्यूब- ग्रेड Yst 210 और Yst 240 साइज : 100 मिमी एन की तक श्रेणी हल्की, मध्यम और भारी— IS : 1161—1979
76. सी एम/एल-1156339 1983-01-29		83-02-16	84-02-15	प्रशाकूट बिस्कुट्स (मैम्यु) कं., 54-ए, उद्योग नगर, कानपुर-208022 (उ. प्र.)	निम्नलिखित किस्म के बिस्कुट : ग्लूकोज और ओरेंज फ्रीम— IS : 1011—1981
77. सी एम/एल-1156440 1983-01-29		83-02-16	84-02-15	एम. बी. एफ (पेंट डिवाजन), ए-5/3, झिलमिल इंडस्ट्रियल एरिया, शाहबरा, दिल्ली-110032	इन्फेनल, अंतरंग फिनिशिंग के लिए— IS : 133—1975
78. सी एम/एल-1156541 1983-01-29		83-02-16	84-02-15	भक्ताभार इंजीनियरिंग वर्क्स एंड ग्रायंडर फाउंडरी, जी टी रोड, गोवपा-144409, जिला जालंधर (पंजाब)	इकी नाम द्वारा भरण प्रणाली वाले सिडिकेट प्रकार का शक्ति चालित घेरा, 3.07 किबा से 14.8 किबा (5 हापा से 20 हापा) की रेटिंग वाले सामान्य और सुरक्षा अपेक्षाएँ— IS : 9020—1979
79. सी एम/एल-1156642 1983-01-29		83-02-16	84-02-15	प्रग्रवाल टेक्निकल इंडस्ट्रीज, जी टी रोड, बटाला, जिला गुरगामपुर, (पंजाब)	इकी नाम द्वारा भरण प्रणाली वाले दातेदार सिलिंडरनुमा शक्ति चालित घेरा, 2.2 किबा से 18.5 किबा (3 हापा से 25 हापा की रेटिंग वाले, सामान्य और सुरक्षा अपेक्षाएँ— IS : 9020—1979
80. सी एम/एल-1156743 1983-01-29		83-02-16	84-02-15	मेशनल फाउंडरी एंड इंजीनियरिंग वर्क्स, जी. टी. रोड, फगवाड़ा (पंजाब)	इकी नाम द्वारा भरण प्रणाली वाले सिडिकेट प्रकार का शक्ति चालित घेरा, 3.7 किबा से 14.8 किबा (5 हापा से 20 हापा) की रेटिंग वाले, सामान्य और सुरक्षा अपेक्षाएँ— IS : 9020—1979
81. सी एम/एल-1156844 1983-01-29		83-02-16	84-02-15	रविन्द्र इंजीनियरिंग कं. इडका रोड, गोरवा जिला जालंधर (पंजाब)	इकी नाम द्वारा भरण प्रणाली वाले दातेदार सिलिंडरनुमा शक्ति चालित घेरा, 2.2 किबा (3 हापा से 25 हापा) की रेटिंग वाले, सामान्य और सुरक्षा अपेक्षाएँ— IS : 9020—1979
82. सी एम/एल-1156945 1983-01-29		83-02-16	84-02-15	तुलसा सिंह एंड संस, इंडस्ट्रियल एरिया के सामने, जी टी रोड, फगवाड़ा-144401 जिला—कपूरथला (पंजाब)	इकी नाम द्वारा भरण प्रणाली वाले दातेदार सिलिंडरनुमा शक्ति चालित घेरा, 1.5 किबा 18.5 किबा (2 हापा से 25 हापा) की रेटिंग वाले, सामान्य और सुरक्षा अपेक्षाएँ— IS : 9020—1979
83. सी एम/एल-1157038 1983-01-29		83-02-16	84-02-15	गुरवीप सिंह अवतार सिंह, गाँव डाक गेहरी मंडी, रेलवे स्टेशन, जिला अंबाला, प्रमोतसर (पंजाब)	इकी नाम द्वारा भरण प्रणाली वाले दातेदार सिलिंडरनुमा शक्ति चालित घेरा, 3.7 किबा से 18.5 किबा (5 हापा से 25 हापा) की रेटिंग वाले, सामान्य और सुरक्षा अपेक्षाएँ— IS : 9020—1979

(1)	(2)	(3)	(4)	(5)	(6)
84. सी एम/एल-1157139 1983-01-29		83-02-16	84-02-15	रमेश भावर्से, जी. टी. रोड, गोरगावा-144409 जिला जालंधर (पंजाब)	ढकी नाल द्वारा प्रणाली वाले वातेदार सिलिंडरनुमा शक्ति वाहित एंशर, 1.5 किवा से 18.5 किवा (5 हापा से 25 हापा) की रेटिंग वाले, सामान्य और सुरक्षा प्रपेक्षाएँ— IS: 9020—1979
85. सी एम/एल-1157240 1983-01-29		83-02-16	84-02-15	कोरस (इंडिया), लि., 3/10, (तहखाना), सरस्वती हंगुरेस बिल्डिंग, आसफअली रोड, नई दिल्ली-110002 नई दिल्ली-110002	टाइपराइटर के रिबन किस्म I एवं II (युन पैकिंग)— IS: 4174—1977
86. सी एम/एल-1157341 1983-01-29		83-02-16 *	84-02-15	सुपर एकवालेम (इंडिया) प्रा. लि., 14-ए, नजफगढ़ रोड, नई दिल्ली-110015	हरीमल, अलरंग किमिनिंग के लिए IS: 133—1975

[सं. सी एम डी/13 : 11]

MINISTRY OF FOOD & CIVIL SUPPLIES

(Department of Civil Supplies)

INDIAN STANDARDS INSTITUTION

New Delhi, the 24th March, 1986

S.O. 1480.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulation, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that eighty-six licences, particulars of which are given in the following Schedule, have been granted during the month of January 1983 authorizing the licensees to use the Standard Marks:

THE SCHEDULE

Sl. No.	Licence No. (CM/L)	Period of Validity From	To	Name and Address of the Licensee	Article/Process covered by the licence and the relevant IS: Designation
(1)	(2)	(3)	(4)	(5)	(6)
1.	CM/L-1148845 1983-01-04	83-01-16	84-01-15	Tradewell Corpn., 132, Shivkrupa Indl. Estate, L.B. Shastri Nagar, Vikhroli, Bombay-400079 (Maharashtra)	Domestic gas stoves for use with liquefied petroleum gases with double burners, rating 62 1/h & 72 1/h— IS: 4246—1978
2.	CM/L-1148946 1983-01-04	83-01-16	84-01-15	Ankar Industries (P) Ltd., Jessor Road, P.O. Madhyamgram, Dist. 24 Parganas (W.B.) (Office: 141/1 C, Lenin Sarani, Calcutta-13)	Aldrin EC30%— IS: 1307—1973
3.	CM/L-1149039 1983-01-04	83-01-16	84-01-15	National Oil Co., 7 M.M. Fecder Road, Calcutta-700057 (W.B.) (Office): P-38, India Exchange Place, Calcutta-700001 (W.B.)	Lubricants for rope dressing in service grade 2 only— IS: 9182 (Part III)—1979
4.	CM/L-1149140 1983-01-06	83-01-16	84-01-15	Manju Electrical Inds. Ltd., 12th K.M. Pollachi Road, Malumachampatti Post, Coimbatore-641021	Monoset pumps for clear cold fresh water for agricultural purposes of the following sizes;
				Size Type Speed Head Discharge Overall efficiency Motor	
				65 × 50 mm MH 54 2880 RPM 30 M 6 lps 40% 3.7kw Class A	
				65 × 50 mm MH 102 2880 RPM 48 M 8 lps 38% 7.5kw Class A	
				65 × 50 mm MH 33 2880 RPM 22 M 7.6 lps 45% 2.2kw Class A	
				75 × 65 mm MS 55 1440 RPM 18 M 13 lps 45% 3.7kw Class A	
					IS: 9079—1979

(1)	(2)	(3)	(4)	(5)	(6)
5. CM/L-11492 41 1983-01-07	82-12-01	83-11-30	Premier Pesticides Pvt. Ltd., Plot No. 76 A, Industrial Development Plot, Kalamaserry (Office M.G. Road, Ernakulam, Cochin 682011)	DDT EC 25% IS : 633—1975	
6. CM/L 11493 42 1983-01-07	83-01-16	84-01-15	Friends Own Foundry & Workshop, Gill Road, Ludhiana-141003 (Punjab)	General and safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 3.7 kw to 18.5 kw (5 hp to 25 hp)— IS 9020—1979	
7. CM/L-11494 43 1983-01-07	83-01-16	84-01-15	Meghna Mills Co. Ltd. P.O. Jagatdal, Distt. 24 Parganas (W.B.) Office 3, N.S. Road, Calcutta-700001 (W.B.)	Jute tarpaulin fabric 38 g/m ² , 68 x 39 IS 7407 (Part III)—1980	
8. CM/L-11495 44 1983-01-07	83-01-16	84-01-15	Shree Warana Shahakari Dudh Utpadak Prakriya Sangh Ltd., Amrutnagar P.O. Waranagar Dist. Kolhapur (M.S.)	Skim milk powder — IS 1165—1975	
9. CM/L-11496 45 1983-01-07	83-01-16	84-01-15	Super Aquacem (India) Pvt. Ltd. 14-A, Najafgarh Road, New Delhi-110015	Concent paint, colour as required— IS : 5410—1969	
10. CM/L-11497 46 1983-01-07	83-01-16	84-01-15	Advani Overlikon Ltd., Lal Bahadur Shastri Marg, Bhandup, Bombay-400078	Welding sheets Brand Code 1. OVERCORD E 307 2. OVERCORD E 317 3. OVERCORD E 317 IS : 814 (Part II)—1974	
11. CM/L 11498 47 1982-12-30	83-01-16	84-01-15	Prius Cables Pvt. Ltd., 195/4-196/1, Nangli Sakrawati, Najafgarh Road, New Delhi (Office : A-79, Naraina Indl. Area, Phase I, New Delhi-110028)	PVC insulated unsheathed cables with aluminium conductors for working voltages upto and includ- ing 1100 volts excluding cables for use under outdoor/low temperature conditions— IS : 694—1977	
12. CM/L-11499 48 1983-01-13	83-02-01	84-01-31	R.R. Windals, 97, CD Govt. Indl. Estate, Kadvli (W) Bombay-400067	Domestic gas stoves for use with liquefied petroleum gases with double burners rating 1475 Kcal/hr and 1875 Kcal/hr— IS : 4246—1978	
13. CM/L-11500 24 1983-01-13	83-01-01	83-12-31	Prashanth Cylinders Pvt. Ltd., 35-B, Veerasandra Industrial Estate, Anekal Taluk, Bangalore Distt., Bangalore.	Welded low carbon steel gas cylinders for LPG of 33.3 litres water capacity— IS : 3196—1974	
14. CM/L-11501 25 1983-01-13	82-11-01	83-10-31	Bombay Wire Ropes Ltd., Kolshel Road, Thane-400607 (Maharashtra) (Office : 401/405, Jolly Bhavan No. 1, 4th floor, 10, New Marine Lines, Bombay-400020)	Stranded steel wire ropes for winding & manriding haulages in mines— IS : 1855—1977	
15. CM/L-11502 26 1983-01-14	83-02-01	84-01-31	Barnagore Jute Factory Co. Ltd., 284, Maharaj Nanda Kumar Road, Calcutta Pin-100035 (W.B.) (Office : 4 Clive Row, Calcutta-700001 (W.B.))	B-twill Cloth— IS : 3667—1966	
16. CM/L-11503 27 1983-01-14	82-11-01	83-10-31	The Gourepore Co. Ltd., Gorifa, 24 Parganas (W.B.) [Office : 4, Fallic Place, Calcutta-700061 (W.B.)]	B-twill Cloth— IS : 3667—1966	

(1)	(2)	(3)	(4)	(5)	(6)
17.	CM/L-11504 28 1983-01-14	83-02-01	84-01-31	Shriram Jute Mills, Ltd., Godown No. 22, 1/4 C. C. Road, Calcutta-700002 (W.B.) (Office : 10 Clive Row, Calcutta-700001 (W.B.))	Laminated jute bags for packing fertilizers manufactured from 407g/m ² , 85 x 39 tarpaulin fabric— IS : 7406 (Part I)—1974
18.	CM/L-11505 29 1983-01-14	83-02-01	84-01-31	Kiran Engineering Works, G.T. Road, Batala-143505 (Punjab)	General and safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 2.2 kw to 18.5 kw (3/hp to 25 hp)— IS : 9020—1979
19.	CM/L-11506 30 1983-01-14	83-02-01	84-01-31	Pyara Singh Amar Singh, Guru Teg Bahadur Marg, (Rly. Road.), Ahmedgarh Distt Sangrur (Punjab)	General and safety requirements for power thresher, spike tooth syn- dicate type with feeding system covered chute rating 3.7 kw to 18.5 kw (5 hp to 25 hp)— IS : 9020—1979
20.	CM/L-11507 31 1983-01-14	83-02-01	84-01-31	Joginder Singh Narang Singh, Railway Road, Ahmedgarh Distt. Sangrur (Punjab)	-do-
21.	CM/L-11508 32 1983-01-14	83-02-01	84-01-31	New Trailors & Implements Corporation, Bhiwani Road, (Railway Crossing), Rohtak (Haryana).	General and safety requirements for power thresher, spike tooth syndicator type with feeding system covered chute rating 9.3 kw (upto 12.5 hp only). IS : 9020—1979
22.	CM/L-11509 33 1983-01-14	83-02-01	84-01-31	Northern Minerals Pvt. Ltd., Daulatabad Road, Gurgaon (Haryana)	Malathion WDP 25 %— IS : 2569—1978
23.	CM/L-11510 26 1983-01-14	83-02-01	84-01-31	Minwool Insulation Ltd., Habshiguda, Uppal Hyderabad-500013 (A.P.) [Office : 15-9-495, Mahaboobganj, Hyderabad-500012 (A.P.)]	Unbonded rock and slagwool for thermal insulation type I & II— IS : 3677—1973
24.	CM/L-11511 27 1983-01-17	83-02-01	84-01-31	Alinda Machine Inds., Yantranagar, Gokul Road, Hubli-580030	Flanged spigots Sizes : upto and including 300 mm IS : 1538 (Part VIII)—1976
25.	CM/L-11512 28 1983-01-17	83-02-01	84-01-31	-do-	Collars Sizes : upto and including 300 mm— IS : 1538 (Part IX)—1976
26.	CM/L-11513 29 1983-01-17	83-02-01	84-01-31	-do-	Double socket bends Sizes : upto and including 300 mm— IS : 1538 (Part X)—1976
27.	CM/L-11514 30 1983-01-17	83-02-01	84-01-31	-do-	Tees, all sockets Sizes : upto and including 300 mm— IS : 1538 (Part XI)—1976
28.	CM/L-11515 31 1983-01-17	83-02-01	84-01-31	-do-	Caps Sizes : upto and including 300 mm— IS : 1538 (Part XV)—1976
29.	CM/L-11516 32 1983-01-17	83-02-01	84-01-31	-do-	Plugs Sizes : upto and including 300 mm— IS : 1538 (Part XVI)—1976
30.	CM/L-11517 33 1983-01-17	83-02-01	84-01-31	-do-	Bell mouth pieces Sizes : upto and including 300 mm— IS : 1538 (Part XVII)—1976
31.	CM/L-11518 34 1983-01-17	83-02-01	84-01-31	Alinda Machine Inds., Yantranagar, Gokul Road, Hubli-580030.	Double flanged bends Size : upto and including 300 mm— IS : 1538 (Part XVIII)—1976
32.	CM/L-11519 35 1983-01-17	83-02-01	84-01-31	-do-	Flanged tees Size : upto and including 300 mm— IS : 1538 (Part XIX)—1976

(1)	(2)	(3)	(4)	(5)	(6)
33. CM/L-11520 28 1983-01-17	83-02-01	84-01-31	Alinda Machine Inds, Yantranagar, Gokul Road, Hubli-580030	Double flanged tapers Size : upto and including 300 mm— IS : 1538 (Part XXII)—1976	
34. CM/L-11521 29 1983-01-17	83-02-01	84-01-31	-do-	Blank flanges Size : upto and including 300 mm— IS : 1538 (Part XXIII)—1976	
35. CM/L-11522 30 1983-01-17	83-01-01	83-12-31	Premier cable Co. Ltd., Karukutty, Angamali, Ernakulam Distt.	PVC insulated light duty cables without further covering for motor vehicles— IS : 2465—1969	
36. CM/L-11523 31 1983-01-18	83-02-01	84-01-31	Accumax Electronics Ltd., Tinaco House, Behind Rajmoti Mills, Rajkot	Vertical single cylinder four stroke water cooled diesel engines of the following rating Output : 7.36 kw (10hp) Speed : 1000 RPM Governing : Class 'B' SFC : 265 g/kw/h— IS : 1601-1960	
37. CM/L-11524 32 1983-01-18	83-01-16	84-01-15	Bharat Conductors, E-33, Sector-VIII, Noida, Ghaziabad	Aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part II)—1976	
38. CM/L-11525 33 1983-01-18	82-09-16	83-09-15	Bharat Wires, G-3, DSIDC Industrial Complex, Rohtak Road, (Nangloi), Delhi-110041	Aluminium stranded conductors for overhead transmission pur- poses— IS : 398 (Part I)—1976	
39. CM/L-11526 34 1983-01-18	83-02-01	84-01-31	Pinsu Pipes Pvt. Ltd., G-25, Sector XI, Noida, Ghaziabad	Unplasticized PVC pipes for potable water supplies Class 3 (6kgf/cm ²)— Size upto & including 110 mm— IS : 4985—1981	
40. CM/L-11527 35 1983-01-18	82-07-16	83-07-15	Indlon Aluminium Cables, Ltd., 12/1 Milestone, Delhi Mathura Road, Faridabad (Haryana) (7th Floor, Kanchanjunga Bldg., 18-Barakhamba Road, New Delhi-110001).	Aluminium Conductors galvanized steel reinforced for overhead tran- smission purposes— IS : 398 (Part II)—1976	
41. CM/L-11528 36 1983-01-18	84-02-01	84-01-31	Standard Metal Wires (P) Ltd., A-26, Naraina Ind. Area, Phase I, New Delhi-110028.	Aluminium stranded conductors for overhead transmission purposes— IS : 398 (Part I)—1976	
42. CM/L-11529 37 1983-01-18	83-02-01	84-01-31	Veekay General Inds., B-46, Jhilmil Tiharpur Indl. Area, G.T. Road, Shahdara, Delhi-110032. (Office : 16, Daryaganj, Shanti Mohan House, Ansari Road, New Delhi- 110002.)	Aluminium stranded conductors for overhead transmission purposes— IS : 398 (Part I)—1976	
43. CM/L-11530 38 1983-01-24	83-02-16	84-02-15	Aggarwal Multi Steels, Patiala Road, Sunam, Distt. Sangrur (Punjab).	Structural steel (Standard quality)— IS : 226—1975	
44. CM/L-11531 31 1983-01-24	83-02-16	84-02-15	Orissa Aluminium Products Ltd., B-34, Indl. Estate, Cuttack-753010	Deep well hand pumps Size 100 mm bore— IS : 9301—1979	
45. CM/L-11532 32 1983-01-24	83-02-16	84-02-15	Mukand Iron & Steel Works Ltd., Thana-Bilapur Road, Thane (Maharashtra)	Mild steel for metal arc welding electrode core wire, IS : 2879—1975	
46. CM/L-11533 33 1983-01-24	83-02-16	84-02-15	New Bharat Industries, Foundry Nagar, Hathras Road, Agra-282006 (U.P.)	General & safety requirements for power shearer, spike tooth cylin- der type with feeding system covered chute rating 5 hp— IS : 9020—1979	

(1)	(2)	(3)	(4)	(5)	(6)
47. CM/L-11534 34 1983-01-24	83-02-01	84-01-31	Plastotex (Bombay) Pvt. Ltd., A-1/6, G.I.D.C. Vapi (Dist. Bulsar) (Gujarat Stat.).	Unplasticized PVC pipes for potable water supplies Class 2&3 Sizes upto 110 mm— IS : 4985—1981	
48. CM/L-11535 35 1983-01-25	83-02-01	84-01-31	Suzendra Steel Rolling Mill, Amloh Road, Mandi Govindgarh (Punjab).	Old worked steel high strength de- formed bars for concrete reinforcement Size : upto and including 28mm only IS : 1786—1979	
49. CM/L-11536 36 1983-01-25	83-02-01	84-01-31	Central Cables Pvt. Ltd., A-13, MIDC Indl. Area, Hingna Road, Nagpur- 440046 (Office : 5 Temple Road, Civil Lines, Nagpur-440001)	PVC insulated (heavy duty) electric cable armoured & unarmoured with aluminium conductors for working voltages upto & including 1100 volts excluding cables for use under low temperature conditions: IS : 1554 (Part I)—1976	
50. CM/L-11537 37 1983-01-24	83-02-01	84-01-31	Kolluri Electronics Pvt. Ltd., 74 Adarsh Nagar, Hyderabad-500483 (Andhra Pradesh).	Domestic cooking ranges including grillers for use with liquefied petro- leum gases with gas consumption 326.2g/h (3752 kcal/h), burner rating 163.1g/h (1876 kcal/h) for each burner and 70 litres/h for central grill— IS : 4760—1979	
51. CM/L-11538 38 1983-01-24	83-02-01	84-01-31	S.R. Engineering Co., B-377, Indl. Estate, Penya, Bangalore-560050 (Karnataka)	Domestic gas stoves for use with lique- fied petroleum gases with double burners, gas rating 1576 Kcal/h for each burner, total gas consump- tion 280g/h Jet size 57.1/h— IS : 4246—1979	
52. CM/L-11539 39 1983-01-24	83-02-01	84-01-31	Venkateswara Pesticides & Allied Che- micals Pvt. Ltd., Units 3, 4, 5 & 6 D-Type Indl. Estate Mahboob- nagar-509002 (A.P.) (Office : 8-11, Lal Bahadur Stadium, Hyderabad-500001 (A.P.))	Methyl Parathion EC— IS : 2865—1978	
53. CM/L-11540 32 1983-01-28	83-02-01	84-01-31	Fuse base India Pvt. Ltd., 16/6, Mathura Road, Faridabad-121002 (Haryana)	Domestic cooking ranges with grill for use with liquefied petroleum gases, ratings - large burner 77.1/h, small burner 58.1/h, grill 60.1/h— IS : 4760—1979	
54. CM/L-11541 33 1983-01-28	83-02-16	84-02-15	Calcutta Laminators (P) Ltd., 43/1, Garden Reach Road, Gate No. 3, Calcutta-700044 (W.B.) [Office : 10, Clive Row, Calcutta-700001 (W.B.)]	Laminated jute bags for packing forti- fizers manufactured from 407 g/m ² 85 x 39 tarpaulin fabric— IS : 7406 (Part I)—1974	
55. CM/L-11542 34 1983-01-28	83-02-01	84-01-31	Asrani Tubes Pvt. Ltd., Plot No. 45 to 47, Phase IV, IDA, Putancheru-502 370 Dist. Medak (A.P.)	Mild Steel tubes— IS : 1239 (Part I)—1979.	
56. CM/L-11543 35 1983-01-27	83-02-16	84-02-15	R. M. Engg. Works, Rohit Mill Premises, Khokra, Ahmedabad-380008.	Tees, plain & reinforced Type : B1, upto and including size designation 2— IS : 1879 (Part III)—1975	
57. CM/L-11544 36 1983-01-28	83-01-01	83-12-31	Prem Conductors Pvt. Ltd., Station Road, Vatva-382440 Distt. Ahmedabad.	Aluminium conductors galvanised steel reinforced or overhead trans- mission purposes— IS : 398 (Part II)—1976.	

(1)	(2)	(3)	(4)	(5)	(6)
58.	CM/L-11545 37 1983-01-28	82-09-16	83-09-15	Bharat Aluminising Corporation, (Prop : Prem Udyog Pvt. Ltd.), Station Road, Vatva-380440 Distt. Ahmedabad	Aluminium conductors galvanized steel reinforced or overhead transmission purposes— IS : 398 (Part II)—1976.
59.	CM/L-11546 38 1983-01-28	83-02-16	84-02-15	Hindustan Conductors Pvt. Ltd., Opp. W. Rly. 'D' Cabin, Dhiran Singh Desai, Marg, Chhani Road, Baroda-390002	Aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part II)—1976
60.	CM/L-11547 39 1983-01-28	83-02-16	84-02-15	Parekh Cables & Conductors, A-1/171, GIDC Post Box No. 27, Ankleshwar-293002.	Aluminium conductors galvanized steel reinforced for over head transmission purposes— IS : 398 (Part II)—1976.
61.	CM/L-11548 40 1983-01-28	83-02-16	84-02-15	Diamond Cables, 5/12, B.L.D.C. Estate, Gorwa Road, Baroda-390016.	Aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part II)—1976.
62.	CM/L-11549 41 1983-01-27	83-02-16	84-02-15	The Bombay Protein Mfg. Co., (Conductors Division), Bhalej Road, Anand-388001 Post Box No. 9.	Aluminium conductors galvanized steel reinforced for overhead trans- mission purposes— IS : 398 (Part II)—1976
63.	CM/L-11550 34 1983-01-27	83-02-16	84-02-15	Welding Rods Mfg. Co., Plot No. 13/14, Road No. 14, M.G. Road, Udyog Nagar, Udhna, Distt. Surat (Gujarat)	Welding Sheets : Brand Code (i) SUN-ARC x-19 E 307 (ii) SUN-ARC x-21 E 317 (iii) SUN-ARC x-30 E 307 IS : 814 (Part II)—1974.
64.	CM/L-11551 35 1983-01-27	82-06-16	83-06-15	Bombay Conductors Electricals Ltd., Plot No. 175/1, Village-Ghadasar, Near Jasodanagar, Distt. Ahmedabad.	Aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part II)—1976.
65.	CM/L-11552 36 1983-01-27	83-02-16	84-02-15	Bharat Udyog, Village-Kasar, Bahadurgarh (Haryana) (Office : 2855, Sirkiwajan, Hauz Quasi, Delhi-110006).	Steel tubes for mechanical & general Engineering purposes Grade : ERW 17, All sizes— IS : 3601—1966.
66.	CM/L-11553 37 1983-01-27	83-01-16	84-01-15	R.S. Hard Metal Mft. Co., 13/3, Milestone, Mathura Road, Faridabad (Haryana).	Aluminium stranded conductors for overhead transmission purposes— IS : 398 (Part I)—1976.
67.	CM/L-11554 38 1983-01-27	83-02-16	84-02-15	Mittar Sain Inds., Delhi Road, Rithani-250 103. Meerut.	Aluminium conductors galvanized steel reinforced for overhead trans- mission purposes— IS : 398 (Part II)—1976.
68.	CM/L-11555 39 1983-01-27	82-07-16	83-07-15	Oriental Power Cables Ltd., P.O. Cable Nagar, Kota (Rajasthan).	PVC insulated heavy duty electric cables for 3.3 kv and 6.6 kv working voltages— IS : 1554 (Part II)—1970.
69.	CM/L-11556 40 1983-01-27	83-02-16	84-02-15	Right Conductors Manufacturers, F-49-51, Indl. Estate Newai, Distt. Tonk (Rajasthan), (Office : 27/D, Todermal Marg, Bani Park, Jaipur-302006).	Aluminium conductors, galvanised steel reinforced for overhead transmission purposes— IS : 398 (Part II)—1976.
70.	CM/L-11557 41 1983-01-27	83-02-16	84-02-15	—do—	Aluminium stranded conductors for overhead transmission purposes— IS : 398 (Part I)—1976.
71.	CM/L-11558 42 1983-01-25	83-02-16	84-02-15	United Bakers, Kalo Pahar, Likhara Road, P.O. Saw Kuchi, Gauhati-18.	Biscuits (Glucose & Pinky)— IS : 1011—1981.
72.	CM/L-11559 43 1983-01-29	83-02-16	84-02-15	Asoka Biscuit Works, 2-3-745, Amberpet, Hyderabad-500013	Biscuits Glucose variety— IS : 1011—1968.

(1)	(2)	(3)	(4)	(5)	(6)
73.	CM/L-11560 36 1983-01-27	83-02-01	84-01-31	Surendra Indl. Corpn., 49/15, Samopur, Delhi-110042. (Office : 3814/A-C, Gali Barna, Sadar Thana Road-Delhi-6).	Zinc oxide for paints— IS : 35—1975.
74.	CM/L-11561 37 1983-01-29	83-04-01	84-03-31	Oriental Power Cables Ltd., Cable Nagar (Kota, Rajasthan.)	Aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part II)—1976.
75.	CM/L-11562 38 1983-01-29	83-02-16	84-02-16	Quality Steel Tubes Pvt. Ltd., Bindki Road, Distt. Fatehpur, (Office : Agarwal Bldg., The Mall, Kanpur (U.P.).	Steel tubes for structural purposes : Grade : Yst 210 and Yst 240 Sizes: Upto and including 100 mm. NB. Class LIGHT, MEDIUM & HEAVY— IS : 1161—1979
76.	CM/L-11563 39 1983-01-29	83-02-16	84-02-15	Annakut Biscuits (Mfg. Co., 54-A, Udyog Nagar, Kanpur-208022 (U.P.).	Biscuits of the following varieties : Glucose & Orange cream— IS : 1011—1981.
77.	CM/L-11564 40 1983-01-29	83-02-16	84-02-15	M.B.S.F. (Paint Division), A-5/3, Jhilmil Indl. Area, Shahdara, Delhi-110032.	Enamel, Interior finishing— IS : 133-1975.
78.	CM/L-11565 41 1983-01-29	83-02-16	84-02-15	Bakhtawar Engg. Works & Iron Foundry, G.T. Road, G. Raya-144409 Distt. Jullundur (Punjab)	General & Safety requirements for power thresher, syndicate type, with feeding system covered chute rating 3.7 kw to 14.8 kw (5 hp to 20 hp)— IS : 9070—1979.
79.	CM/L-11566 42 1983-01-29	83-02-16	84-02-15	Aggarwal Technical Industries, G.T. Road, Batala Distt. Gurdaspur (Punjab).	General & Safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 2.2 kw to 18.5 kw (3 hp to 25 hp). IS : 9070—1979.
80.	CM/L-11567 43 1983-01-29	83-02-16	84-02-15	National Foundry & Engg. Works, G.T. Road, Phagwara (Punjab).	General & Safety requirements for power thresher, syndicator type with feeding system covered chute rate 3.7 kw to 14.8 kw (5 hp to 20 hp)— IS : 9070—1979.
81.	CM/L-11568 44 1983-1-29	83-02-16	84-02-15	Ravindra Engg. Co., Rutka Road, G. Raya Distt. Jullundur (Punjab).	General & safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 2.2 kw to 18.5 kw (3 hp to 25 hp)— IS : 9070—1979.
82.	CM/L-11569 45 1983-01-29	83-02-16	84-02-15	Tulsa Singh & Sons, Opp. Indl. Area, G.T. Road, Phagwara-144401. Distt. Kapurthala (Punjab).	General safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 1.5 kw to 18.5 kw (2 hp to 25 hp)— IS : 9070—1979.
83.	CM/L-11570 38 1983-01-29	83-02-16	84-02-15	Gurdip Singh Awtar Singh, V.P.O. Gehri Manli, Railway Station, Jandi-la Distt. Amritsar (Punjab).	General & safety requirement for power thresher spike tooth cylinder type with feeding system covered chute rating 3.7 kw to 18.5 kw (5 hp to 25 hp)— IS : 9070—1979.
84.	CM/L-11571 39 1983-01-29	83-02-16	84-02-15	Rattansh Brothers, G.T. Road, G. Raya-144409 Distt. Jullundur (Punjab).	General & safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 1.5 kw to 18.5 kw (5 hp to 25 hp)— IS : 9070—1979.

(1)	(2)	(3)	(4)	(5)	(6)
85.	CM/L-11572 40 1983-01-29	83-02-16	84-02-15	Kores (India) Ltd., 3/10, (Basement), Saraswati Insurance Building, Asaf Ali Road, New Delhi-110007.	Typewriter ribbons, Type I & II, (repacking)— IS : 4170—1970
86.	CM/L-11573 41 1983-01-29	83-02-16	84-02-15	Super Aquacem (India) Pvt. Ltd., 14-A, Najafgarh Road, New Delhi-110005.	Enamel, interior, finishing— IS : 133—1975.

[N.J. CMD/13 : 11]

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का. प्रा. 1481—समय-समय पर संगोष्ठित भारतीय मानक संस्था (प्रमाणन बिहून्) विनियम 1955 के विनियम 14 के उपविनियम (14) के अनुसार अधिभूचित किया जाता है कि प्रमाणन मुहर लगाने के लाइसेंस, जिनके विवरण नीचे अनुसूची में दिए गए हैं स्तम्भ 6 में दी गई तिथियों से गतावधि हो गये या उनका नवीकरण स्थगित कर दिया गया है।

अनुसूची

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम व पता	संख्या	राजपत्र की एम.ओ. सं. और तिथि जिससे लाइसेंस की मंजूरी की सूचना छपी थी	विवरण
(1)	(2)	(3)	(4)	(5)	(6)
गतावधि लाइसेंस					
1.	सी.एम./एल.-0045224 1962-09-03	नार्थन मिनरल्स प्रा० लि० गुड़गांव (हरियाणा)	IS: 561-1978	एम. ओ. 1680 तिथि 1963-06-22	1981-04-30 के बाद गतावधि
2.	सी.एम./एल.-0153227 1967-09-28	राष्ट्रीय इंजी. वर्क्स (रजि.) बदायाना	IS: 1729-1964	एम. ओ. 3733 तिथि 1967-10-21	नवीकरण 1977-09-15 के बाद स्थगित हो गया और लाइसेंस उसी तिथि से गतावधि है।
3.	सी.एम./एल.-0342432 1973-5-25	स्टील एंड एलायड प्रोडक्ट्स लिमिटेड कलकत्ता-700023	IS: 2594-1977	एम. ओ. 954 तिथि 1975-03-29	नवीकरण 1980-07-31 के बाद स्थगित हो गया और लाइसेंस उसी तिथि से गतावधि है।
4.	सी.एम./एल.-0429949 1975-04-08	मेटल उद्योग प्रा. लि., उदयपुर-313001 (राजस्थान)	IS: 633-1975	एम. ओ. 3550 तिथि 1976-10-09	नवीकरण 1981-04-16 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।
5.	सी.एम./एल.-0470744 1975-10-15	इंडियन पेपर पल्प कं. लि. : कलकत्ता-700001	IS: 1848-1971	एम. ओ. 1148 तिथि 1977-04-16	नवीकरण 1980-09-30 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।
6.	सी.एम./एल.-0478053 1975-10-31	स्टील एंड एलायड प्रोडक्ट्स लि., कलकत्ता - 700023	IS: 5103-1969 IS: 5101-1969	एम. ओ. 1148 तिथि 1977-04-16	नवीकरण 1980-10-31 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।
7.	सी.एम./एल.-0512835 1976-04-19	स्वास्तिक रबड़ प्रोडक्ट्स लिमिटेड, पूना-411019	IS: 3976-1971	14 एम.ओ. 314 तिथि	1981-04-15 के बाद गतावधि है।
8.	सी.एम./एल.-0537346 1976-07-20	गॉल्ड (प्रा.) लिमिटेड एन. शाह. टी फरीदाबाद जिला गुड़गांव	IS: 226-1975	एम. ओ. 1226 तिथि 1979-04-14	नवीकरण 1981-07-31 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।
9.	सी.एम./एल.-0598568 1977-03-24	भारत टी-वेस्ट फिटिंग सैम्यू. पो. प्रा. लखीसराई जिला, मुंगेर (बिहार)	IS: 10 (भाग-4)-1976	एम. ओ. 787 तिथि 1980-03-29	1981-02-23 के बाद गतावधि है।
10.	सी.एम./एल.-0616847 1977-06-03	किला ब्रादर्स, मद्रास-600057	IS: 226-1975	एम. ओ. 284 तिथि 1981-01-24	1981-05-15 के बाद गतावधि है।
11.	सी.एम./एल.-0616948 1977-06-03	ग्रामर इंस्टीट्यूट, दिल्ली	IS: 1746-1970	एम. ओ. 284 तिथि 1981-01-24	1981-06-15 के बाद गतावधि है।

(1)	(2)	(3)	(4)	(5)	(6)
12. सीएम/एल-0619855 1977-06-27	पंडित कन्हैया लाल पुंज, कलकता-700053 (प. बं.)	IS: 1322-1970	एस. ओ. 284 तिथि 1981-01-24	1979-06-30 के बाद गतावधि है।	
13. सीएम/एल-0636651 1977-09-20	स्टील रोलिंग मिल्स प्रा. हिन्दुस्तान प्रा. लि., कलकता	IS: 1875-1978	एस. ओ. 755 तिथि 1981-03-07	नवीकरण 1980-08-31 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
14. सीएम/एल-0640945 1977-09-20	राठी एलाय एंड स्टीलस लिमिटेड, गाजियाबाद	IS: 1875-1978	एस. ओ. 920 तिथि 1981-03-21	नवीकरण 1981-04-15 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
15. सीएम/एल-0694059 1978-03-31	प्रताप स्टील रोलिंग मिल्स प्रा. लि. बल्लभगढ़ हरियाणा	IS: 2255-1977	एस. ओ. 1664 तिथि 1981-06-06	नवीकरण 1981-04-15 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
16. सी.एम/एल-0694665 1978-03-31	एलसेन मशीन (प्रा.) लिमिटेड बड़ीवा-390010 (गुजरात)	IS: 325-1978	एस. ओ. 1664 तिथि 1981-06-06	नवीकरण 1980-04-15 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
17. सीएम/एल-0704137 1978-06-19	मैसमल कार्बन कं., यूनियन कार्बाइड इंडिया लि. का एक विभाग, मद्रास- 600019 (त. ना.)	IS: 8144-1976	एस. ओ. 2002 तिथि 1981-07-25	नवीकरण 1980-06-15 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
18. सीएम/एल-0738154 1978-11-30	एन. किशोर एसिड एंड केमिकल इंडस्ट्रीज, धर्मपुर (पंजाब)	IS: 8249-1976	एस. ओ. 2270 तिथि 1981-08-29	1980-12-15 के बाद गतावधि है।	
19. सीएम/एल-0738962 1978-12-04	एच. अंबेडी एस्टेट्स प्रा. लि पीथीपाड़ा इस्टेट, डाकघर कुलशेखरम, कन्याकुमारी (जिला) (टी. एन.)	IS: 5430-1969	एस. ओ. 5430-तिथि 1981-08-29	नवीकरण 1980-12-15 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
20. सीएम/एल-0742347 1978-12-20	बी. एल. इंडस्ट्रीज, जयपुर-10 (राजस्थान)	IS: 4323-1967	एस. ओ. 2276 तिथि 1981-08-29	नवीकरण 1980-12-31 के बाद स्थ- गित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
21. सीएम/एल-0749361 1980-01-23	बी. एल. इंडस्ट्रीज जयपुर-10 (राजस्थान)	IS: 564-1975	एस. ओ. 2277 तिथि 1981-08-29	1981-01-31 के बाद गतावधि है।	
22. सीएम/एल-0750245 1979-01-25	हाइवे सी सी कं., काठी (ह. प्र.)	IS: 458-1971	एस. ओ. 2277 तिथि 1981-08-29	नवीकरण 1981-01-31 के बाद स्थगित हो गया और लाइसेंस उसी तिथि से गता- वधि है।	
23. सीएम/एल-0750851 1979-02-02	इंडियन डेयरी एंटरप्रेनोर्स एप्रीकल्बरस कं. लि., रानीबाड़ा-343040 (राजस्थान)	IS: 1547-1968	एस. ओ. 2310 तिथि 1981-09-05	नवीकरण 1981-02-15 के बाद स्थगित हो गया और लाइसेंस उसी तिथि से गतावधि है।	
24. सीएम/एल-0751146 1979-02-02	मैनोरेटैक्स लिमिटेड-638602 1975	IS: 4964 (भाग - 2) 1975	एस. ओ. 2310 तिथि 1981-09-05	नवीकरण 1981-03-15 के बाद से स्थगित हो गया और लाइसेंस उसी तिथि से गता- वधि है।	
25. सीएम/एल-0762757 1979-03-22	श्री बालाजी पेस्टीसाइड्स लिमिटेड-631213	IS: 561-1972	एस. ओ. 2585 तिथि 1981-10-03	1981-04-01 के बाद गतावधि है।	
26. सीएम/एल-0765460 1979-03-23	सरफेस पैकेजिंग, थाना (महाराष्ट्र)	IS: 633-1975	एस. ओ. 2585 तिथि 1981-10-03	1981-03-31 के बाद गतावधि है।	
27. सीएम/एल-0765561 1979-03-23	सरफेस पैकेजिंग थाना, (महाराष्ट्र)	IS: 1507-1977	एस. ओ. 2585 तिथि 1981-10-23	1981-03-31 के बाद गतावधि है।	
28. सीएम/एल-765062 1979-03-23	सरफेस पैकेजिंग थाना, (महाराष्ट्र)	IS: 2567-1978	एस. ओ. 2585 तिथि 1981-10-03	1981-03-31 के बाद गतावधि है।	

1	2	3	4	5	6
29.	सीएम/एन-0765763 1979-03-23	सरफेस पैकेजिंग थामा, (महाराष्ट्र)	IS: 8028-1978	एम. ओ. 2585 तिथि 1981-10-03	1981-03-31 के बाद से गतावधि है।
30.	सीएम/एन-0776263 1979-05-22	नार्दन मिनरल्स (प्री) लि., गुडगांव	IS: 562-1978	एम. ओ. 3147 तिथि 1981-11-21	1981-05-31 के बाद से गतावधि है।
31.	सीएम/एन-0780153 1979-06-13	सेंचमुरी ट्यूब्स लि., भिवानी (हरियाणा)	IS: 1161-1979	एम. ओ. 3148 तिथि 1981-11-21	1981-06-15 के बाद से गतावधि है।
32.	सीएम/एन-0804645 1979-10-09	स्कैल्प्स इंडिया, (गोशोर ट्यूब्स प्रा. लि. संयुक्त-2 के पीछे) करीबाबाद	IS: 3819-1973	एम. ओ. 1771 तिथि 1982-05-15	नवीकरण 1980-10-15 के बाद स्थगित हो गया और लाइसेंस उमी तिथि से गतावधि है।
33.	सीएम/एन 0811037 1979-10-29	हिमा वेस्टीगार्ड्स, बडौत, जिला मेरठ (उ.प्र.)	IS: 561-1978	एम. ओ. 1771 तिथि 1982-05-15	1980-11-15 के बाद गतावधि है।
34.	सीएम/एन 0821141 1979-12-13	अखण स्टील रोडिंग मिल्स उठानमंडी, डाकघर 625107 जिला मदरई	IS: 1786-1979	एम. ओ. 2320 तिथि 1982-07-03	नवीकरण 1980-12-15 के बाद स्थगित हो गया और लाइसेंस उमी तिथि से गतावधि है।
35.	सीएम/एन 5850754 1980-03-23	अबासी इंजीनियरिंग वर्क्स मद्रास 610039	IS: 6392-1971	एम. ओ. 4452 तिथि 1983-12-10	1981-03-31 के बाद गतावधि है।
36.	सीएम/एन 0851453 1980-03-25	कैपिलर बिल्डिंग दिल्ली; 110051	IS: 2655-1975	एम. ओ. 1452 तिथि 1983-12-10	1981-03-31 के बाद गतावधि है।
37.	सीएम/एन 0867975 1980-05-06 स्थगित लाइसेंस	ट्रिब्यूट फाईबर ग्लास प्रोडक्ट्स बंगलौर 46	IS: 4151-1976	एम. ओ. 4460 तिथि 1983-12-10	1981-05-15 के बाद गतावधि है। के बाद स्थगित
38.	सीएम/एन 0002711 1975-05-20	रेडिफ़ा ग्लासवर्किंग कम्पनी लिमिटेड, फलकता 700053 (प.ब.)	IS: 398 (भाग 1) ओर 2) 1976)	एम. ओ. 1887 तिथि 1975-06-08	1981-05-31
39.	सीएम/एन-0012117 1951-05-20	हिमाग्लास इंडस्ट्रीज प्रा. लि. तिनमुकिया (आसाम)	IS: 10 (भाग 2) 1976	एम. ओ. 2258 तिथि 1959-10-17	1981-04-30
40.	सीएम/एन-0013211 1959-06-24	ई. आर्. डी. पेरी (इंडिया) लिमिटेड, मद्रास-600001	IS: 564-1975		1981-05-31
41.	सीएम/एन-0038631 1962-03-05	द इंडियन गिस्ट कं. लि. कोनागट्ट (प.ब.)	IS: 1320-1972	एम. ओ. 751 तिथि 1962-03-17	1981-03-15
42.	सीएम/एन-0136934 1966-12-16	वेस्टर्न इंडिया ग्लासबोर्ड लिमिटेड, डाकघर बलिया- पटम जिला कन्नौर (केरल)	IS: 710-1976 और IS: 709-1974	एम. ओ. 243 तिथि 1967-01-21	1981-06-15
43.	सीएम/एन-0166438 1968-03-27	बूक ग्लास इंडिया लि. डाकघर घाटकेसर हैदराबाद (आ.प्र.)	IS: 2791-1972	एम. ओ. 1470 तिथि 1986-04-27	1981-03-31
44.	सीएम/एन-0179144 1968-09-13	नूर आयरन एंड स्टील कं., लिमिटेड, बेनूर, हावड़ा	IS: 2635-1975	एम. ओ. 3958 तिथि 1968-11-09	1981-03-31
45.	सीएम/एन-0209632 1969-09-30	ट्रान्सकोर ट्रेडर्स एंड एग्जेंसीज, बिलसन स्ट्रीट, कॉन्स्टेबल 686001	IS: 10 (भाग 4)-1976	एम. ओ. 4310 तिथि 1969-10-25	1981-05-31

1	2	3	4	5	6
46. सीएम/एल-0227331 1970-03-06	त्रिवेणी टिस्सूज लिमिटेड, डाकघर त्रिवेणी, जिला हुगली	IS:3413-1977	एम.ओ. 1508 तिथि 1970-04-25	1981-02-28	
47. सीएम/एल-0236635 1970-07-13	कोस्टल इंजीनियरिंग कं., पो.बा.सं. 815 नारलरूपी, कोचीन-682005	IS:10(भाग 1)-1976	एम.ओ. 2109 तिथि 1971-05-29	1981-06-15	
48. सीएम/एल-0247034 1970-11-30	राजस्थान राज्य सहकारी अन्न-विक्रय संघ लि., जयपुर पश्चिम (राजस्थान)	IS:561-1978	एम.ओ. 3593 तिथि 1971-10-02	1981-04-31	
49. सीएम/एल-0259950 1971-03-17	बीएस मेटल वर्क्स, नारानगा, नई दिल्ली-28	IS:3564-1975	एम.ओ. 2405 तिथि 1971-06-19	1981-05-31	
50. सीएम/एल-0262535 1971-03-29	जे एंड बी सां मिल्ल, कोट्टायम-686016 (केरल)	IS:10(भाग 3)-1974	एम.ओ. 2405 तिथि 1971-06-19	1981-03-31	
51. सीएम/एल-0298152 1972-03-16	पोलियोलेफिक्स इंडस्ट्रीज लि., धाना (महाराष्ट्र)	IS:4984-1972	एम.ओ. 2405 तिथि 1971-06-19	1981-03-31	
52. सीएम/एल-0299356 1972-03-28	विक्टरी सेरट वर्क्स कालीकट-672004 (केरल)	IS:10(भाग 4) 1976	एम.ओ. 2405 तिथि 1971-06-19	1981-03-31	
53. सीएम/एल-0338138 1973-04-06	अमिल प्लाईवुड इंडस्ट्रीज, कलकत्ता-700017	IS:10(भाग 2)-1976	एम.ओ. 875 तिथि 1975-03-22	1981-04-16	
54. सीएम/एल-0341228 1973-05-11	न्यू केमिडिस्ट्रीज प्रा.लि. केंडीवली (पूर्व), बम्बई-440057	IS:565-1975	एम.ओ. 954 तिथि 1975-03-29	1981-04-30	
55. सीएम/एल-0341329 1973-05-11	—	IS:565-1975	एम.ओ. 954 तिथि 1975-03-29	1981-04-30	
56. सीएम/एल-0341531 1973-05-11	—	IS:2567-1978	एम.ओ. 954 तिथि 1975-03-29	1981-04-30	
57. सीएम/एल-0346140 1973-06-28	—	IS:633-1975	एम.ओ. 1037 तिथि 1975-04-05	1981-04-30	
58. सीएम/एल-0357344 1973-10-19	ऐंसी फाउंड्री (प्रा.) लि. हावड़ा-71105 (पं. बंगाल)	IS:780-1969	एम.ओ. 1556 तिथि 1975-05-17	1981-03-31	
59. सीएम/एल-0370942 1974-02-28	मुल्क राज एण्ड कं., रमेश नगर, नई दिल्ली-15	IS:7223(भाग 1)-1970	एम.ओ. 2082 तिथि 1975-07-05	1981-02-15	
60. सीएम/एल-0395150 1974-09-09	न्यू केमिडिस्ट्रीज प्रा.लि. केंडीवली (पूर्व) बम्बई-440067	IS:564-1975	एम.ओ. 1762 तिथि 1976-05-29	1981-04-30	
61. सीएम/एल-0406331 1974-11-25	—	IS:4323-1967	एम.ओ. 2022 तिथि 1976-06-19	1981-04-30	
62. सीएम/एल-0429430 1975-02-21	इंडियन स्टील रोलिंग मिल्ल, धीरूवीवर, चिंगलपूर; जिला	IS:431(भाग 2)-1968	एम.ओ. 2473 तिथि 1976-07-10	1981-04-01	
63. सीएम/एल-0429040 1975-02-21	असम कैमिकल इंडस्ट्रीज, भोगाईगांव (असम)	IS:1307-1973	एम.ओ. 3550 तिथि 1973-10-19	1981-03-31	

(1)	(2)	(3)	(4)	(5)	(6)
64. सीएम/एल-047249 1975-10-15	महावीर स्टील रोलिंग मिल्स, बाहुदरा, दिल्ली-110032	IS:7452-1974	एस.ओ. 1148 तिथि 1977-04-16	1981-04-30	
65. सीएम/एल-0475855 1975-10-29	एलायड इंडस्ट्रीज, जयपुर-302008	IS:1703-1977	एस.ओ. 1148 तिथि 1977-04-16	1981-04-15	
66. सीएम/एल-0480242 1975-11-24	फोरोमंडल इंडियन प्राइवेट (प्रा.) लि., मद्रास-600019	IS:7122-1973	एस.ओ. 1147 तिथि 1977-04-16	1981-04-15	
67. सीएम/एल-0480444 1975-11-24	ग्रोव स्टील कार्पो. लि. बंगलौर-560027	IS:8051-1976	एस. ओ. 1147 तिथि 1977-04-16	1981-03-15	
68. सीएम/एल-0480545 1975-11-24	..	IS:8054-1976	एस.ओ. 1147 तिथि 1977-04-16	1981-03-15	
69. सीएम/एल-0480646 1975-11-24	..	IS:8055-1976	एस. ओ. 1147 तिथि 1977-04-16	1981-03-15	
70. सीएम/एल-0480747 1975-11-24	द आंध्रा स्टील कार्पो. लिमिटेड, बंगलौर-560027	IS:8052-1976	एस.ओ. 1147 तिथि 1977-04-16	1981-03-15	
71. सीएम/एल-0506840 1976-03-10	रेनीज इंडिया लिमिटेड पालघाट-678001 (केरल)	IS:1507-1977	एस. ओ. 12 तिथि 1979-01-06	1981-03-15	
72. सीएम/एल-0510427 1976-03-31	..	IS:5281-1969	एस.ओ. 12 तिथि 1979-01-06	1981-03-15	
73. सी.एम./एल-510528 1976-05-31	रेनीज इंडिया लिमिटेड, पाल घाट-678001 (केरल)	IS:582-1978	एस.ओ. 12 तिथि 1979-01-06	1981-03-15	
74. सीएम/एल-057441 1976-05-05	डेल्टा केबल इंडस्ट्रीज, प्रा. लिमिटेड, नई दिल्ली-110015	IS:5950-1971	एस. ओ. 954 तिथि 1979-03-17	1981-05-15	
75. सी.एम./एल-0523537 1976-05-21	रेनीज इंडस्ट्रियल कं. प्रा. लिमिटेड, कलकत्ता-700061	IS:1970 (भाग 1) 1974	एस. ओ. 954 तिथि 1979-03-17	1981-05-31	
76. सी.एम./एल-0529650 1976-06-14	नैशनल प्लास्टिक इंडस्ट्रीज, प्रा. लिमिटेड, तिनसुकिया (असम)	IS:2191 (भाग I) 1974 IS:2202 (भाग I) 1973	एस.ओ. 1274 तिथि 1979-04-21	1981-06-15	
77. सी.एम./एल-0533136 1976-08-02	माफ.सी इंजीनियरिंग वर्क्स हावड़ा-711101	IS:2906-1969	एस. ओ. 1274 तिथि 1979-04-21	1981-05-15	
78. सी.एम./एल-0540638 1976-08-02	बंगाल सीमेंट रिसर्च लैबोरेटरी, कलकत्ता-700005	IS:1489-1976	एस.ओ. 3548 तिथि 1979-10-20	1981-05-15	
79. सी.एम./एल-0543442 1976-08-16	वेब (इंडिया) प्रा. लि. प्रतापपुर मेरठ, (उ. प्र.)	IS:694-1977	एस. ओ. 3548 तिथि 1979-10-20	1981-03-31	
80. सी.एम./एल-545051 1976-08-30	श्रीगंगा वेस्ट्स (इंडिया), फरीदाबाद (हरियाणा)	IS:419-1967	एस. ओ. 3548 तिथि 1979-10-20	1981-08-31	
81. सी.एम./एल-0579564 1977-01-11	बोध एंड कं. (पी.लि.), हावड़ा	IS:2148-1968	एस. ओ. 420 तिथि 1980-02-23	1981-04-15	
82. सी.एम./एल-0590451 1977-02-28	ग्रोव स्टील कार्पो. लि. बंगलौर-560027	IS:8056-1976	एस. ओ. 731 तिथि 1980-03-22	1981-03-15	
83. सी.एम./एल-0590956 77-02-28	प्रताप स्टील रोलिंग मिल्स प्रा. लिमिटेड, जिला मेडक (आ.प्र.)	IS:8057-1976	एस. ओ. 731 तिथि 1980-03-22	1981-02-28	

(1)	(2)	(3)	(4)	(5)	(6)
84. सी एम/एल-0591150 1977-02-28	कृषि डिस्कम् प्रा. लि., बरेली (उ. प्र.)	IS: 4366 (भाग 1) 1972	एस. ओ. 731 तिथि 1980-03-22	1981-02-16	
85. सी एम/एल-0592859 1977-02-28	दादाजी डाकरी एवं कं. प्र. लिमिटेड, बम्बई-400011.	IS: 5316-1975	एस. ओ. 731 तिथि 1980-03-22	1981-03-31	
86. सी एम/एल-0597970 1977-03-22	तटरेवी यूकेसी ग्वाला बम्बई-400093 महाराष्ट्र	IS: 5346-1975	एस. ओ. 787 तिथि 1980-03-29	1981-04-01	
87. सी एम/एल-0598972 1977-03-24	साउथ स्टील एंड एलाय लिमिटेड बंगलूर-560047	IS: 961-1975	एस. ओ. 787 तिथि 1980-03-29	1981-03-15	
88. सी एम/एल-0599469 1977-03-24	"	IS: 4432-1967	एस. ओ. 787 तिथि 1980-03-29	1981-03-15	
89. सी एम/एल-0600731 1977-03-28	न्यू इंडिया स्पॉन्टेन बक्स (रजि.) जयधर गहर-144001	IS: 829-1978	एस. ओ. 787 तिथि 1980-03-29	1981-03-15	
90. सी एम/एल-0602129 1977-04-20	ग्राम प्लाईवुड प्राइवेट्स कलकत्ता-55	IS: (10 भाग 2) 1976	एस. ओ. 786 तिथि 1980-03-29	1981-03-31	
91. सी एम/एल-0604840 1977-04-20	पैकिंग पेपर प्राइवेट्स, बम्बई-400093	IS: 1398-1968	एस. ओ. 786 1980-03-29	1981-04-30	
92. सी एम/एल-0612334 1977-05-25	बी. एस. इजीनियरिंग एंटर- प्राइजेज कलकत्ता-700028	IS: 1891 (भाग 3)-- 1971	एस. ओ. 283 तिथि 1981-01-24	1981-05-31	
93. सी एम/एल-0616443 1977-06-16 —	नैशनल टाइल वर्क्स इंडस्ट्रीज, नई दिल्ली-110015	IS: 5410-1969	एस. ओ. 284 तिथि 1981-01-24	1981-05-31	
94. सी एम/एल-0654451 1977-11-23	फॉम एंड एक्सेसरीज (इंडिया) प्रा. लि., कलकत्ता-700027	IS: 4989-1974	एस. ओ. 1223 तिथि 1981-06-18	1981-05-31	
95. सी एम/एल-0683559 1978-03-07	पैकिंग इलेक्ट्रानिक्स प्रा. लि. जिला कोलार् (महाराष्ट्र)	IS: 325-1978	एस. ओ. 1664 तिथि 1981-06-06	1981-03-16	
96. सी एम/एल-0686868 1978-03-20	मेटलाइट इंडस्ट्रीज, राय बरेली-229010	IS: 208-1972	एस. ओ. 1664 तिथि 1981-06-06	1981-04-01	
97. सी एम/एल-0688670 1978-03-27	स्कोडा (इंडिया) प्रा. लि. प्रोस्कॉनम-631002, जिला उत्तरी प्रान्त (तमिलनाडु)	IS: 7417 (भाग 1) 1974	एस. ओ. 1664 तिथि 1981-06-06	1981-04-30	
98. सी एम/एल-0689369 1978-03-27	मिटको इंडस्ट्रीज, कलकत्ता-7000040	IS: 10(भाग-4) - 1976	एस. ओ. 1664 तिथि 1981-06-06	1981-03-31	
99. सी एम/एल-0690152 1978-03-27	किला बडर, मद्रास-6000057	IS: 1786-1979	एस. ओ. 1664 तिथि 1981-06-06	1981-03-31	
100. सी एम/एल-0695768 1978-03-31	कर्नाटक आक्सिजन लि., बंगलूर-560047 (कर्नाटक)	IS: 3224-1971	एस. ओ. 1664 तिथि 1981-06-06	1981-04-15	
101. सी एम/एल-0695970 1978-03-31	एस. एस. पो. प्रा. लि. जोगेश्वरी (पूर्व) बम्बई-400060	IS: 5281-1969	एस. ओ. 1664 तिथि 1981-06-06	1981-04-15	
102. सी एम/एल-0697772 1978-05-18	एस. को इंडिया/नियंत्रण बक्स 24-परगनाज (प. बं.)	IS: 6595-1972	एस. ओ. 1725 तिथि 1981-06-13	1981-04-30	

(1)	(2)	(3)	(4)	(5)	(e)
103. सी.एम./एल-0700634 1978-05-18	मिश्रा एवं प्रसाद इंडस्ट्रीज कलकत्ता-700004	IS 10 (भाग 2) 1976	एम. प्रो. 2003 तिथि 1981-07-25	1981-05-15	
104. सी.एम./एल-0702032 1978-05-29	कमल इंडस्ट्रीज, दिल्ली-110035	IS: 7466-1974	एम. प्रो. 2003 तिथि 1981-07-25	1981-05-31	
105. सी.एम./एल-070092638 1978-05-31	यु.के. प्रेस्स इंडस्ट्रीज, नई दिल्ली-110030	IS: 5410-1969	एम. प्रो. 2003 तिथि 1981-07-25	1981-05-31	
106. सी.एम./एल-0704440 1978-06-19	बुद्धेय अगे मिगस एंड कं. कलकत्ता-700067	IS: 10 (भाग 2)— 1976	एम. प्रो. 2002 तिथि 1981-07-25	1981-06-15	
107. सी.एम./एल-0704541 1978-06-19	मोहनिना एंटरप्राइजेज, घोना-581222 जिला कर्नूल (आ.प्र.)	IS: 561-1975	एम. प्रो. 2002 तिथि 1981-07-25	1981-06-15	
108. सी.एम./एल-0760854 1979-03-12	ट्रापिकल एगोमिस्ट्रिया प्रा. लिमिटेड, ओटापानम-679103	IS: 2567-1978	एम. प्रो. 2585 तिथि 1981-10-03	1981-03-15	
109. सी.एम./एल-0760955 1979-03-12	बी. बी. केमिकल इंड- स्ट्रीज, प्रभुतसर (पंजाब)	IS: 8249-1976	एम. प्रो. 2585 तिथि 1981-10-03	1981-03-15	
110. सी.एम./एल-0763052 1979-03-22	शक्ति सेल्स क.पौ. मेरठ गृह (यू. पी.)	IS: 3055 (भाग 1) 1977	एम. प्रो. 2585 तिथि 1981-10-03	1981-03-31	
111. सी.एम./एल-0763254 1979-03-22	राष्ट्री कोट इंडस्ट्रीज प्रा. दिल्ली-110006	IS: 346-1976	एम. प्रो. 2585 तिथि 1981-10-03	1981-03-31	
112. सी.एम./एल-0764357 1979-03-22	युनिक्सॉल पैट्रोकेमिकल्स लिमिटेड, जिला पाना	IS: 335-1972	एम. प्रो. 2585 तिथि 1981-10-03	1981-03-31	
113. सी.एम./एल-0766866 1979-03-30	सर्जन इंसैक्ट्रीसाइन्स एंड फर्टीलाइजरस, भंवापुर, मद्रास-600098	IS: 5277-1978	एम. प्रो. 2585 तिथि 1981-10-03	1981-04-15	
114. सी.एम./एल-0767365 1979-03-30	सी. कैमिस्ट्री (प्रा.) लि., हैदराबाद-500032	IS: 2834-1964	एम. प्रो. 2585 तिथि 1981-10-03	1981-04-15	
115. सी.एम./एल-0768163 1979-03-30	नौवरी इंडस्ट्रीज, मिसौगुडी एक्टीवासा. जिला दार्जीलिंग	IS: 10 (भाग 3) 1974	एम. प्रो. 2585 तिथि 1981-10-03	1981-04-16	
116. सी.एम./एल-0772255 1979-04-25	स्टार इलेक्ट्रिकल्स (इंडिया) दिल्ली-110006	IS: 4159-1976	एम. प्रो. 2974 तिथि 1981-10-31	1981-04-30	
117. सी.एम./एल-0772356 1979-04-25		IS: 368-1977	एम. प्रो. 2974 तिथि 1981-10-31	1981-04-30	
118. सी.एम./एल-0773358 1979-04-30	बंसल ब्रावर्स, फरीदाबाद (हरियाणा)	IS: 3793-1966	एम. प्रो. 1974 तिथि 1981-10-31	1981-04-30	
119. सी.एम./एल-0776162 1979-04-30	नशनल प्लाईवुड इंडस्ट्रीज प्रा. लिमिटेड, तिनमुकिया (असम)	IS: 4990-1969	एम. प्रो. 3147 तिथि 1981-11-21	1981-05-31	
120. सी.एम./एल-0776768 1979-05-23	धींगड़ा पेन्ट्स (इंडिया) फरीदाबाद (हरियाणा)	IS: 5410-1969	एम. प्रो. 3147 तिथि 1981-11-21	1981-05-31	
121. सी.एम./एल-0777467 1979-05-23	एगोमिस्ट्रिया केमिकल्स प्रा. लिमिटेड, जिला कोलाबा (महाराष्ट्र)	IS: 562-1978	एम. प्रो. 3147 तिथि 1981-11-21	1981-05-31	

(1)	(2)	(3)	(4)	(5)	(6)
122.	सीएम/एल-0777669 1979-05-24	कुशल सेटस एंड पेन्ट इंडस्ट्रीज, नई दिल्ली-110020	IS: 5410—1969	एस.ओ. 3147 तिथि 1981-11-21	1981-05-31
123.	सीएम/एल-0837762 1980-02-20	इंगल पेंट्स एंड पिगमेंट, इंडस्ट्रीज प्रा. लिमिटेड जिला, इलाहाबाद (उ.प्र.)	IS: 133—1975	एस.ओ. 3445 तिथि 1981-10-02	1981-03-01
124.	सीएम/एल-0837863 1980-02-20	इंगल पेन्ट्स एंड पिगमेंट, इंडस्ट्रीज प्रा. लिमिटेड जिला इलाहाबाद (उ.प्र.)	IS: 341—1973	एस.ओ. 3445 तिथि 1982-10-02	1981-03-01
125.	सीएम/एल-0838966 1980-02-20	माइक्रो बैंक इंडिया, जिला 24 परगना. (पश्चिमी बंगाल)	IS: 8268—1976	एस.ओ. 3445 तिथि 1982-10-02	1981-02-28
126.	सीएम/एल-0843757 1985-02-29	मुभाष बन्ध कपूरिया, नई दिल्ली-110015	IS: 4654—1974	एस.ओ. 3445 तिथि 1982-10-02	1981-03-15
127.	सीएम/एल-0843858 1980-02-29	विशाखा एप्रो केमिकल्स प्रा. लिमिटेड, मिडी, विशाखापट्टनम, विशाखापट्टनम 530026 (आंध्र प्रदेश)	IS: 8249—1976	एस.ओ. 3445 तिथि 1982-10-02	1981-03-15
128.	सीएम/एल-0844456 1980-02-29	सुवा हीजरी मिल, तिरुपुर-638602 (त. ना)	IS: 4964 (भाग 2)- 1975	एस.ओ. 3445 तिथि 1982-10-02	1981-03-15
129.	सीएम/एल-0846258 1980-03-11	ग्रान्दी री रोलिंग मिल प्रा. लिमिटेड, बंगलोर 560077	IS: 226—1975	एस.ओ. 4452 तिथि 1983-12-10	1981-03-15
130.	सीएम/एल-0846359 1980-03-11	घरुणा मशीन टूल, मयूरेश-625107	IS: 210—1978	एस.ओ. 4452 तिथि 1983-12-10	1981-03-31
131.	सीएम/एल-0848767 1980-03-18	रामकिशन मेटल वर्क्स (बम्बई), थाना 400604	IS: 226—1975	एस.ओ. 4452 तिथि 1983-12-10	1981-04-01
132.	सीएम/एल-0844966 1980-03-19	टकनिको (इंडिया), कलकत्ता-700002	IS: 933—1976	एस.ओ. 4452 तिथि 1983-12-10	1981-03-31
133.	सीएम/एल-0851049 1980-03-25	नार्थ बंगाल प्लाईवुड इंडस्ट्रीज आकबर तियासान, (मिलीगुडी)	IS 10(भाग 3)-1974	एस.ओ. 4452 तिथि 1983-12-10	1981-03-31
134.	सीएम/एल-0851251 1980-03-25	खोव इंडस्ट्रीज प्रा. लिमिटेड, बंगलौर	IS: 3450—1976	एस.ओ. 4452 तिथि 1983-12-10	1981-08-31
135.	सीएम/एल-0851352 1980-03-25	गोदावरी प्लाईवुड लि., जिला पूर्वी गोदावरी, (आंध्र प्रदेश)	IS: 328—1970	एस.ओ. 4452 तिथि 1983-12-10	1981-03-31
136.	सीएम/एल-0852859 1980-03-27	ए. डी. प्लाईवुड इंडस्ट्रीज, कलकत्ता-700067	IS: 10(भाग 2)-1976	एस.ओ. 4452 तिथि 1983-12-10	1981-04-16
137.	सीएम/एल-0853255 1980-03-31	कृष्णा स्टील इंडस्ट्रीज लिमि- टेड, थाना	IS: 6915—1978	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15

1	2	3	4	5	6
138	सी एम/एल-855562 1980-03-31	कर्नाटक प्रीसिजन इंजीनियरिंग बंगलोर-562140 (कर्नाटक)	IS : 2586—1975	एम. ओ. 4452 तिथि 1983-12-10	1981-04-15
139	सी एम/एल-0856968 1980-03-31	बजरगबली स्टील कं. प्रा. लिमिटेड, हिरिगुरु, तिनमुनिया, (असम)	IS : 1977—1975	एस ओ 4452 तिथि 1983-12-10	1981-04-15
140.	सी एम/एल-0857061 1980-03-31	घसम उद्योग कं., डिब्रुगढ़, घसम	IS : 1977—1985	एम. ओ. 4452 तिथि 1983-12-10	1981-04-15
141.	सी एम/एल-0858568 1980-03-31	एशियन वायर रोप्ट (प्रा.) लि., पाटनघेरू-502320 जिला मेडक (आ. प्र.)	IS : 4521—1977	एस. ओ. 4452 तिथि 1983-12-10	1981-04-15
142.	सीएम/एल-0858869 1980-03-31	गोदावरी प्लाईवुड लि. जिला पूर्वी गोदावरी (आ. प्र.)	IS : 2202 (भाग I) 1973	एम.ओ. 4452 तिथि 1983-12-10	1981-04-15
143.	सीएम/एल-0858770 1980-03-31	होसक इंडस्ट्रीज, मद्रास-600097 (तमिलनाडू)	IS : 8069—1976	एम.ओ. 4452 तिथि 1983-12-10	1981-04-15
144.	सीएम/एल-0868871 1980-03-31	टुटिकोरिन मिल्स लि. टुटिकोरिन-628003 (तमिलनाडू)	IS : 834—1975	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
145.	सीएम/एल-0858972 1980-03-31	मंजेरा स्टील रोलिंग मिल्स, तिरुचिरापल्ली-620007	IS : 226—1975	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
146.	सीएम/एल-0859267 1980-03-31	रवि पेंट्स एंड केमिकल्स लि. मद्रास-600001 (तमिलनाडू)	IS : 5410—1969	एम.ओ. 4452 तिथि 1983-12-10	1981-04-15
147.	सीएम/एल-859368 1980-03-31	श्री तमिलनाडू मेटल इंडस्ट्रीज, जिला पावुकोट्टाई-622502	IS : 226—1975	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
148.	सीएम/एल-0859570 1980-03-31	द संकरी स्टील रोलिंग मिल्स, जिला सेलम	IS : 1977—1975	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
149.	सीएम/एल-0860757 1980-03-31	प्रीसिजन इंडस्ट्रीज, मधेरी (पूर्व), बम्बई-400093	IS : 1293—1967	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
150.	सीएम/एल-0861153 1980-03-31	भारत इंजीनियरिंग वर्क्स, बम्बई-400080 (महाराष्ट्र)	IS : 933—1976	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
151.	सीएम/एल-0861254 1980-03-31		IS : 434—1976	एस.ओ. 4452 तिथि 1983-12-10	1981-04-15
152.	सीएम/एल-0863965 1980-04-18	कोजी माहको यर्मासीटर इंडस्ट्रीज, सोनीपत-131001	IS : 3055 (भाग 1)— 1977	एस.ओ. 4453 तिथि 1983-12-10	1981-04-30
153.	सीएम/एल-0867367 1980-04-28	नैशनल पेंट्स प्रा. लिमिटेड, सोनीपत-(हरियाणा)	IS : 2334—1963	एम.ओ. 4453 तिथि 1983-12-10	1981-04-30

(1)	(2)	(3)	(4)	(5)	(6)
154. सीएम/एन 0868369 1980-04-28	श्रीमियर टिब्रॉ एंड ज्वाइन्स प्रोडक्ट्स, जिला-जलपाईगुड़ी (पश्चिमी बंगाल)	IS: 10 (भाग 3)	1974	एस. ओ. 4460 तिथि 1983-12-10	1981-05-15
155. सीएमएल/0869674 1980-05-19	शंकर टयूब्स लिमिटेड, जिला हुगली	IS: 1161	1979	एस. ओ. 4460 तिथि 1983-12-10	1981-05-15
156. सीएमएल/0873160 1980-06-05	भारत स्टील रोलिंग मिल्स, फरीदाबाद	IS: 226	1975	एस. ओ. 4459 तिथि 1983-12-10	1981-06-15
157. सीएम/एन 0875265 1980-06-12	मिको इलेक्ट्रिकल इंडस्ट्रीज, नई दिल्ली	IS: 694	1977	एस. ओ. 4459 तिथि 1983-12-10	1981-06-15

[सं. सीएमडी 13: 14]

बी. एन. सिंह,

अपर सहायक निदेशक

S.O. 1481—In pursuance of sub-regulation (4) of Regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, it is, hereby, notified that the Certification Marks Licences, details of which are mentioned in the following Scheduled, have lapsed or their renewals deferred, effective from the dates shown in Column 6 :

SCHEDULE

Sl. Licence No. No. (CM/L—)	Licensee	IS:No.	S.O. No. & date of the Gazette Notifying Grants of licence	Remarks
(1)	(2)	(3)	(4)	(5)
LICENCES LAPSED				
1. CM/L-0045224 1962-09-03	Northern Minerals Pvt. Ltd. Guargaon, (Haryana).	IS:561—1978	S.O. 1680 dated 1963-06-22	Lapsed after 1981-04-30
2. CM/L-0153227 1967-09-28	Rashtriya Engg. Works (Regd.) Batala.	IS:1729—1964	S.O. 3733 dated 1967-10-21	Renewal was deferred after 1977-09-15; the li- cence now stands lap- sed after that date.
3. CM/L-0342432 1973-05-25	Steel & Allied Products Ltd., Calcutta—700023.	IS:2594—1977	S.O. 954 dated 1975-03-29	Renewal was defer- red after 1980-07-31 the licence now stand lapsed after that date.
4. CM/L-0429949 1975-04-08	Metal Udyog Pvt. Ltd. Udai- pur—313001 (Rajasthan).	IS:613—1975	S.O. 3550 dated 1976-10-09	Renewal was defer- red after 1981-04-16; the licence now stands lapsed after that date.
5. CM/L-0470744 1975-10-15	Indian Paper Pulp Co. Ltd., Calcutta—700001.	IS:1848—1971	S.O. 1148 dated 1977-04-16	Renewal was defer- red after 1980-09-30; the licence now stands lapsed after that date.
6. CM/L-0478053 1975-10-31	Steel & Allied Products Ltd. Calcutta—700023.	IS:5103—1969 IS:5101—1969	S.O. 1148 dated 1977-04-16	Renewal was deferred after 1980-10-31; the licence now stands lapsed after that date.
7. CM/L-0512835 1976-04-19	Swastik Rubber Products Ltd. Poona—411019	IS:3976—1975	S.O. 314 dated 1979-01-27	Lapsed after 1981-04-15

(1)	(2)	(3)	(4)	(5)	(6)
8.	CM/L-0537346 1976-07-20	Lauls (Pvt.) Ltd., N.I.T. Faridabad Dist. Gurgaon.	IS:226—1975	S.O. 1226 dated 1979-04-14	Renewal was deferred after 1981-07-21; the licence now stands lapsed that date.
9.	CM/L-0598568 1977-03-24	Bharat Tea-Chest Fittings Mfrs. P.O. Lakhisarai, Distt. Monghyr (Bihar.)	IS:10(Part IV)—1976	S.O. 787 dated 1980-03-29	Lapsed after 1981-02-28
10.	CM/L-0616847 1977-06-03	Killa Brothers, Madras — 600 057.	IS:226—1975	S.O. 284 dated 1981-01-24	Lapsed after 1981-05-15
11.	CM/L-0616948 1977-06-03	Amar Industries, Delhi.	IS:1746—1970	S.O. 284 dated 1981-01-24	Lapsed after 1981-06-15
12.	CM/L-0619853 1977-06-27	Pandit Kanahya Lal Punj, Calcutta—700053 (West Bengal).	IS:1322—1970	S.O. 284 dated 1981-01-24	Lapsed after 1979-06-03
13.	CM/L-0636651 1977-08-24	Steel Rolling Mills of Hindustan Pvt. Ltd., Calcutta.	IS : 1875—1978	S.O. 755 dated 1981-03-07	Renewal was deferred after 1980-08-31; the licence now stands lapsed after that date.
14.	CM/L-0640945 1977-09-20	Rathi Alloy & Steel Ltd. Ghaziabad.	IS:1875—1978	S.O. 920 dated 1981-03-21	Lapsed after 1981-04-15
15.	CM/L-0694059 1978-03-31	Patriap Steel Rolling, Mills Pvt. Ltd, Ballabgarh (Haryana).	IS:2255—1977	S.O. 1664 dated 1981-06-06	Renewal was deferred after 1981-04-15; the licence now stands lapsed after that date.
16.	CM/L-0694665 1978-03-31	Elcen Mechines (Pvt.) Ltd., Baroda—390010 (Gujarat).	IS:325—1978	S.O. 1664 dated 1981-06-06	Renewal was deferred after 1980-04-15; the licence now stands lapsed after that date.
17.	CM/L-0704137 1978-06-19	National Carbon Co. Division of Union Carbide India Ltd. Madras—600019 (TN).	IS:8144—1976	S.O. 2002 dated 1981-07-25	Renewal was deferred after 1980-06-15; the licence now stands lapsed after that date.
18.	CM/L-0738154 1978-11-30	N. Kishore Acid & Chemical Industries, Amritsar (Punjab).	IS:8249—1976	S.O. 2270 dated 1981-08-29	Lapsed after 1980-12-15
19.	CM/L-0738962 1978-12-04	New Ambadi Estates Pvt. Ltd. Peechippara Estate, P.O. Kulasekharam, Kanaya kumari District (Tamil Nadu).	IS:5430—1969	S.O. 2270 dated 1981-08-29	Renewal was deferred after 1980-12-15; the licence now stands lapsed after that date.
20.	CM/L-0742347 1978-12-20	B.L. Industries, Jaipur-10 (Rajasthan).	IS:4323—1967	S.O. 2276 dated 1981-08-29	Renewal was deferred after 1980-12-31; the licence now stands lapsed after that date.
21.	CM/L-0749361 1979-01-23	B.L. Industries, Jaipur-10 (Rajasthan).	IS:564—1975	S.O. 2277 dated 1981-08-29	Lapsed after 1981-01-31
22.	CM/L-0750245 1979-01-25	Highway Cee Cee Co., Kothi (H.P.).	IS:458—1971	S.O. 2277 dated 1981-08-29	Renewal was deferred after 1981-01-31; the licence now stands lapsed after that date.

(1)	(2)	(3)	(4)	(5)	(6)
23. CM/L-0750851 1979-02-02	Indian Dairy Entrepreneurs, Agricultural Company Ltd. Raniwara—343040 (Rajasthan)	IS:1547—1968	S.O. 2310 dated 1981-09-05	Renewal was deferred after 1981-02-15, the licence now stands lapsed after that date.	
24. CM/L-0751146 1979-02-02	Manotex, Tirupur—638602	IS:4964 (Part II)—1975	S.O. 2310 dated 1981-09-05	Renewal was deferred after 1981-03-15, the licence now stands lapsed after that date.	
25. CM/L-0762757 1979-03-22	Shri Balaji Pesticides, Tiruttani—6311213	IS:561—1972	S.O. 2586—dated 1981-01-03	Lapsed after 1981-04-01	
26. CM/L-0765460 1979-03-23	Surface Packaging, Thana (Maharashtra)	IS:633—1975	S.O. 2585 dated 1981-10-03	Lapsed after 1981-03-31	
27. CM/L-0765561 1979-03-23	Surface Packaging, Thana (Maharashtra)	IS:1507-1977	S.O. 2585 dated 1981-10-03	Lapsed after 1981-03-31	
28. CM/L-0765662 1979-03-23	—do—	IS:2567-1978	S.O. 2585 dated 1981-10-03	Lapsed after 1981-03-31	
29. CM/L-0765763 1979-03-23	-do-	IS:8028-1976	S.O. 2585 dated 1981-01-03	Lapsed after 1981-03-31	
30. CM/L-0776263 1979-05-22	Northern Minerals (P) Ltd. Gurgaon	IS:562—1978	S.O. 3147 dated 1981-11-21	Lapsed after 1981-05-31	
31. CM/L-0780153 1979-06-13	Century Tubes Ltd. Bhiwani (Haryana)	IS:1161—1979	S.O. 3148 dated 1981-11-21	Lapsed after 1981-06-15	
32. CM/L-0304645 1979-10-09	Scalpers India, (behind Gedore Tools Pvt Ltd, Plant II) Faridabad.	IS:3319—1973	S.O. 1771 dated 1981-05-01	Renewal was deferred after 1980-10-15; the licence now stands lapsed after that date	
33. CM/L—0811037 1979-10-29	Heema Pesticides, Baraut, Distt. Merrut (UP)	IS:561—1978	S.O. 1771 dated 1982-05-01	Lapsed after 1980-11-15	
34. CM/L-0821141 1979-12-13	Aruna Steel Rolling Mills., Uthangudi, P.O. 625107 Madurai Distt.	IS:1786—1979	S.O. 2320 dated 1982-07-03	Renewal was deferred after 1980-12-15; the licence now stands lapsed after that date.	
35. CM/L-0850754 1980-03-23	Abasi Engineering Works, Madras—6000039	IS:6392—1971	S.O. 4452 dated 1983-12-10	Lapsed after 1981-03-31	
36. CM/L-0851453 1980-03-25	Capital Builders, Delhi-110051	IS:2645—1975	S.O. 4452 dated 1983-12-10	Lapsed after 1981-03-31	
37. CM/L-0867973 1980-05-06	Tradient Fibre Glass Products, Bangalore—560046	IS:4151—1976	S.O. 4460 dated 1983-12-10	Lapsed after 1981-05-15	
LICENCES DEFERRED				DEFERRED AFTER	
38. CM/L-0002711 1957-05-20	Electrical Manufacturing Co. Ltd, Calcutta—700055(WB)	IS:398(Part I & II)—1976	S.R.O. 1887 dated 1957-06-08	1981-05-31	
39. CM/L-0012007 1959-03-20	Himalayan Plywood Industries Pvt. Ltd., Tinsukia (Assam)	IS:10(Part II)—1976	S.O. 2258 dated 1959-10-17	1981-04-30	
40. CM/L-0013211 1959-06-24	E.I.D. Parry (India) Ltd., Madras—600001	IS:564—1975	—	1981-05-31	
41. CM/L-0038631 1962-03-05	The Indian Yest Co. Ltd. Konnagar (WB)	IS:1320—1972	S.O. 751 dated 1962-03-17	1981-03-15	
42. CM/L-0136934 1966-12-16	Western India Polywood Ltd. P.O. Baliapatam—6700010 Cannanore Dist. (Kerala)	IS:710—1976 & IS:709—1974	S.O. 243 dated 1967-01-21	1981-06-15	
43. CM/L-0166438 1968-03-27	Brooke Bond India Ltd, Ghatkesar P.O., Hyderabad (AP).	IS:2791—1972	S.O. 1470 dated 1968-04-27	1981-03-31	

(1)	(2)	(3)	(4)	(5)	(6)
44. CM/L-0179144 1968-09-13	Sur Iron & Steel Co. Ltd., Belur, Howrah.	IS:2635—1975	S.O. 3958 dated 1968-11-09	1981-03-31	
45. CM/L-0709632 1969-09-30	Travancore Traders and Agencies, Wilson Street, Kottayam-686001	IS:10(Part IV)—1976	S.O. 4310 dated 1969-10-25	1981-05-31	
46. CM/L-0227331 1979-03-06	Tribeni Tissues Ltd., Tribeni P.O. Hooghly Distt.	IS:3413—1977	S.O. 1508 dated 1970-04-25	1981-02-28	
47. CM/L-0236635 1970-07-13	Coastal Engineering Co., P.B. No. 815, Naruruthy, Cochin Cochin—682005.	IS:10(Part IV)—1976	S.O. 2109 dated 1971-06-29	1981-06-15	
48. CM/L-0247034 1970-11-30	Rajasthan Rajya Sahkari Karaya Vikaraya Sangh Ltd. Jaipur West (Rajasthan)	IS:561—1978	S.O. 3593 dated 1971-10-02	1981-04-02	
49. CM/L-0259950 1971-03-17	BAS Metal Works, Naraina. New Delhi—28	IS:3564—1975	S.O. 2405 dated 1971-06-19	1981-05-31	
50. CM/L-0262535 1971-03-29	J&V Saw Mills, Kottayam - 686016 (Kerala)	IS:10(Part II)—1974	S.O. 2405 dated 1971-06-19	1981-03-31	
51. CM/L-0298152 1972-03-16	Polyolefins Industries Ltd. Thana (Maharashtra)	IS:4984—1972	S.O. 2405 dated 1971-06-19	1981-03-31	
52. CM/L-0299356 1972-03-28	Victory Metal Works, Calicut-673004 (Kerala)	IS:10(Part IV)—1976	S.O. 2405 dated 1971-06-19	1981-03-31	
53. CM/L-0338138 1973-04-06	Amita Plywood Industries, Calcutta-700067	IS:10(Part II)—1976	S.O. 875 dated 1975-03-22	1981-04-16	
54. CM/L-0341228 1973-05-11	New Chemi Industries Pvt. Limited, Kandivli(East), Bombay-440067	IS:562—1978	S.O. 754 dated 1975-03-29	1981-04-30	
55. CM/L-0341329 1973-05-11	-do-	IS:565—1975	S.O. 954 dated 1975-03-29	1981-04-30	
56. CM/L-0341531 1973-05-11	-do-	IS:2567—1978	S.O. 954 dated 1975-03-29	1981-04-30	
57. CM/L-0346140 1973-06-28	-do-	IS:633—1975	S.O. 1037 dated 1975-04-05	1981-04-30	
58. CM/L-0357344 1973-10-19	Eddy Foundry (P) Limited, Howrah-711105 (W. Bengal)	IS:780—1969	S.O. 1556 dated 1975-05-17	1981-03-31	
59. CM/L-0370942 1974-02-28	Mulakh Raj & Co., Ramesh Nagar, New Delhi-15	IS:1223(Part I)—1970	S.O. 2082 dated 1975-07-05	1981-02-15	
60. CM/L-0395150 1974-09-09	New Chemi Industries Pvt. Limited, Kandivli(East), Bombay-440067	IS:564—1975	S.O. 1762 dated 1976-05-29	1981-03-30	
61. CM/L-0406331 1974-11-25	-do-	IS:4323—1967	S.O. 222 dated 1976-06-19	1981-04-30	
62. CM/L-0422470 1975-02-21	Indian Steel Rolling Mills, Thirunivuru Chingelpur-Distt.	IS:432(Part II)—1966	S.O. 2473 dated 1976-07-10	1981-04-01	
63. CM/L-0429040 1975-04-03	Assam Chemical Industries, Bongigaon(Assam)	IS:1307—1973	S.O. 3550 dated 1976-10-09	1981-03-31	
64. CM/L-0477849 1975-10-15	Mahabir Steel Rolling Mills, Shahdara, Delhi-110032	IS:7452—1974	S.O. 1148 dated 1977-04-16	1981-04-30	
65. CM/L-0475855 1975-10-29	Allied Industries, Jaipur-302006	IS:1703—1977	S.O. 1148 dated 1977-04-16	1981-04-15	

(1)	(2)	(3)	(4)	(5)	(6)
66. CM/L-0480242 1975-11-24	Coromandel Indag Products (P) Limited, Madras-600019 (TN)	IS: 7122—1975	S.O. 1148 dated 1977-04-16	1981-03-15	
67. CM/L-0480444 1975-11-24	Andhra Steel Corpn. Limited, Bangalore-560027	IS: 8051—1976	1147 dated 1977-04-16	1981-03-15	
68. CM/L-0480545 1975-11-24	-do-	IS: 8054—1976	S.O. 1147 dated 1977-04-16	1981-03-15	
69. CM/L-0480646 1975-11-24	-do-	IS: 8055—1976	S.O. 1147 dated 1977-04-16	1981-03-15	
70. CM/L-0480747 1975-11-24	The Andhra Steel Corpn. Limited, Bangalore-560027	IS: 8052—1976	S.O. 1147 dated 1977-04-16	1981-03-15	
71. CM/L-0506840 1976-03-10	Rallis India Limited, Palghat-678001 (Kerala)	IS: 1507—1977	S.O. 12 dated 1979-01-06	1981-03-15	
72. CM/L-0510427 1976-03-31	-do-	IS: 5281—1969	S.O. 12 dated 1977-01-06	1981-03-15	
73. CM/L-0510508 1976-03-31	-do-	IS: 562—1978	S.O. 12 dated 1977-01-06	1981-03-15	
74. CM/L-0517441 1976-05-05	Delton Cable Industries Pvt. Limited, New Delhi-110015	IS: 5950—1971	S.O. 954 dated 1979-03-17	1981-05-15	
75. CM/L-0523537 1976-05-21	Debros Industrial Co. Pvt. Limited, Calcutta-700061	IS: 1970 (Part I)—1974	S.O. 954 dated 1979-03-17	1981-05-31	
76. CM/L-0529650 1976-06-14	National Plywood Industries Pvt. Limited, Tinsukia (Assam)	IS: 2191 (Part I)—1973 IS: 2202 (Part I)—1973	S.O. 1274 dated 1979-04-21	1981-06-15	
77. CM/L-0533136 1976-06-28	Makali Engineering Works, Howrah-711101	IS: 2906—1969	S.O. 1274 dated 1979-04-21	1981-05-15	
78. CM/L-0540638 1976-08-02	Bengal Cement Research Laboratory, Calcutta-700005	IS: 1489—1976	S.O. 3548 dated 1979-10-20	1981-05-15	
79. CM/L-0543442 1976-08-16	PAB (INDIA) Pvt. Limited, Partapur Meerut (UP)	IS: 694—1977	S.O. 3548 dated 1979-10-20	1981-03-31	
80. CM/L-0545951 1976-08-30	Dhingra Paints (India), Faridabad (Haryana)	IS: 419—1967	S.O. 3548 dated 1979-10-20	1980-08-31	
81. CM/L-0579564 1977-01-11	Bose & Co. (P) Limited, Howrah	IS: 2148—1968	S.O. 420 dated 1980-02-25	1981-04-15	
82. CM/L-0590451 1977-02-28	Andhra Steel Corporation Limited, Bangalore-560027	IS: 8056—1976	S.O. 731 dated 1980-03-22	1981-03-15	
83. CM/L-0591956 1977-02-28	Partap Steel Rolling Mills Pvt. Limited, Dist. Medak (AP)	IS: 8057—1976	S.O. 731 dated 1980-03-22	1981-02-28 1981-02-16	
84. CM/L-0591150 1977-02-28	Krishna Discs Pvt. Limited, Barilly (UP)	IS: 4356 (Part I)— 1972	S.O. 731 dated 1980-03-22		
85. CM/L-0591859 1977-02-28	Dadajee Dhackjee & Co. Pvt. Limited, Bombay-400011	IS: 5346—1975	S.O. 731 dated 1980-03-22	1981-02-31	
86. CM/L-0597970 1977-03-22	Tahsally Baufally Rangwalla, Bombay-400011 Maharashtra	IS: 5346—1975	S.O. 787 dated 1980-03-29	1981-04-01	

(1)	(2)	(3)	(4)	(5)	(6)
87. CM/L-0598972 1977-03-24	Southern Steelmat & Alloys Limited, Bangalore-560048	IS: 961—1975	S.O. 787 dated 1980-03-29	1981-03-15	
88. CM/L-0599469 1977-03-24	-do-	IS: 4432—1967	S.O. 787 dated 1980-03-29	1981-03-15	
89. CM/L-0600731 1977-03-28	New India Sports Works (Regd.) Jullundur City-144 001	IS: 829—1978	S.O. 787 dated 1980-03-29	1981-03-15	
90. CM/L-0602129 1977-04-10	Assam Plywood Products, Calcutta-55	IS: 10 (Part II)—1976	S.O. 786 dated 1980-03-29	1981-03-31	
91. CM/L-0604840 1977-04-20	Packing Paper Products, Bombay-400093	IS: 1398—1968	S.O. 786 dated 1980-03-29	1981-04-30	
92. CM/L-0612334 1977-05-25	B.S. Engineering Enterprises, Calcutta-700028	IS: 1891 (Part III) 1971	S.O. 783 dated 1981-01-24	1981-05-31	
93. CM/L-0616443 1977-06-16	National Tile Works Industries, New Delhi-110015	IS: 5410—1969	S.O. 284 dated 1981-01-24	1981-06-15	
94. CM/L-0654451 1977-11-23	Foam & Accessories (India) Pvt. Limited Calcutta-700027	IS: 4989—1974	S.O. 1223 dated 1981-04-18	1981-05-31	
95. CM/L-0683559 1978-03-07	Pactil Electronics Pvt. Ltd. Distt. Kolaba (Maharashtra)	IS: 325—1978	S.O. 1664 dated 1981-06-06	1981-03-16	
96. CM/L-0686868 1978-03-20	Metalite Industries, Raebareilly-229010	IS: 208—1972	S.O. 1664 dated 1981-06-06	1981-04-01	
97. CM/L-0688670 1978-03-27	Skoda (India) Pvt. Limited Arkonam-631002 North Arcot Distt. (Tamilnadu)	IS: 7417 (Part I)—1974	S.O. 1664 dated 1981-06-06	1981-04-30	
98. CM/L-0689369 1978-03-27	Mitco Industries, Calcutta-700040	IS: 10 (Part IV)—1976 1981-06-06	S.O. 1664 dated 1981-06-16	1981-03-31	
99. CM/L-0690152 1978-03-27	Kaila Bros., Madras-600057	IS: 1786—1979	S.O. 1664 dated 1981-06-06	1981-03-31	
100. CM/L-0695768 1978-03-31	Karnataka Oxygen Limited, Bangalore-560048 (Karnataka)	IS: 3224—1971	S.O. 1664 dated 1981-06-06	1981-04-15	
101. CM/L-0695970 1978-03-31	SMP Pvt. Limited, Jogeshwari (East), Bombay-400060	IS: 5281—1969	S.O. 1664 dated 1981-06-06	1981-04-15	
102. CM/L-0697772 1978-04-18	Emco Engineering Works, 24, Parganas (WB)	IS: 6575—1972	S.O. 1725 dated 1981-06-13	1981-04-30	
103. CM/L-0700634 1978-05-18	Siddhartha Plywood Industries Calcutta-700004	IS: 10 (Part II)—1976	S.O. 2003 dated 1981-07-25	1981-05-15	
104. CM/L-0702032 1978-05-29	Kamal Industries, Delhi-110035	IS: 7466—1974	S.O. 2003 dated 1981-07-25	1981-05-31	
105. CM/L-0702638 1978-05-31	U.K. Paint Industries, New Delhi-110030	IS: 5410—1969	S.O. 2003 dated 1981-07-25	1981-05-31	
106. CM/L-0704440 1978-06-19	Woodland Blessings & Co., Calcutta-700067	IS: 10 (Part II)—1976	S.O. 2002 dated 1981-07-25	1981-06-15	
107. CM/L-0704541 1978-06-19	Mohsina Enterprises, Dhone-581222, Distt. Kurnool (AP)	IS: 564—1975	S.O. 2002 dated 1981-07-25	1981-06-15	
108. CM/L-0760854 1979-03-12	Tropical Agro-systems Pvt. Limited Ottapalem-679103	IS: 2567—1978	S.O. 2585 dated 1981-10-03	1981-03-15	

(1)	(2)	(3)	(4)	(5)	(6)
109.	CM/L-0760955 1979-03-12	B.B. Chemical Industries, Amritsar (Punjab)	IS: 8249—1976	S.O. 2585 dated 1981-01-03	1981-03-15
110.	CM/L-0763052 1977-03-22	Shakti Sales Corp., Meerut City (UP)	IS: 3055 (Part I)—1977	S.O. 2585 dated 1981-10-03	1981-03-31
111.	CM/L-0763254 1977-03-22	Radihot Electricals, Delhi-110006	IS: 366—1976	S.O. 2585 dated 1981-10-03	1981-03-31
112.	CM/L-0764357 1977-03-22	Universal Petrochemicals Limited, Distt. Thana	IS: 335—1972	S.O. 2585 dated 1981-10-03	1981-03-31
113.	CM/L-0766866 1977-03-30	Southern Insecticides & Fertilizers, Ambattur, Madras-600098	IS: 5277—1978	S.O. 2585 dated 1981-10-03	1981-04-15
114.	CM/L-0767365 1979-03-30	G. Capacitors (P) Ltd., Hyderabad-500032	IS: 2834—1964	S.O. 2585 dated 1981-10-03	1981-04-15
115.	CM/L-0768163 1979-03-30	Choudhry Industries, Siliguri Ektiasal, District Darjeeling	IS: 10 (Part III)—1974	S.O. 2585 dated 1981-01-03	1981-04-16
116.	CM/L-0771255 1979-04-25	Star Electricals (India), Delhi-110006	IS: 4159—1976	S.O. 2974 dated 1981-10-31	1981-04-30
117.	CM/L-0772356 1977-04-25	-do-	IS: 368—1977	S.O. 2974 dated 1981-10-31	1981-04-30
118.	CM/L-0773358 1979-04-30	Bansal Brothers, Faridabad (Haryana)	IS: 3793—1966	S.O. 2974 dated 1981-10-31	1981-04-30
119.	CM/L-0776162 1979-05-21	National Plywood Industries Pvt. Limited Tinsukia (Assam)	IS: 4990—1969	S.O. 3147 dated 1981-11-21	1981-05-31
120.	CM/L-0776768 1979-05-23	Dhingra Paints (India), Faridabad (Haryana)	IS: 5410—1969	S.O. 3147 dated 1981-11-21	1981-05-31
121.	CM/L-0777467	Agrimas Chemicals Pvt. Distt. Kolaba (Maharashtra)	IS: 562—1978	S.O. 3147 dated	1981-05-31
122.	CM/L-0777669 1979-05-24	Kushal Metal & Paint Industries, New Delhi-110020	IS: 5410—1969	S.O. 3147 dated 1981-11-21	1981-05-31
123.	CM/L-0837762 1980-02-20	Eagle Paints & Pigment Industries Pvt. Limited Distt. Allahabad (UP)	IS: 133—1975	S.O. 3445 dated 1982-10-02	1981-03-01
124.	CM/L-0837863 1980-02-20	-do-	IS: 341—1973	S.O. 3445 dated 1982-10-02	1981-03-01
125.	CM/L-0838766 1980-02-20	Micro Bac India, Distt. 24 Parganas, (West Bengal)	IS: 8268—1976	S.O. 3445 dated 1982-10-02	1981-02-28
126.	CM/L-0843757 1980-02-29	Subhash Chander Kathuria, New Delhi-100015	IS: 4645—1974	S.O. 3445 dated 1982-10-02	1981-03-15
127.	CM/L-0843858 1980-02-29	Visakha Agro Chemicals Pvt Limited, Mindi, Vasakhapatnam, Visakhapatnam-530026 (Andhra Pradesh)	IS: 8249—1976	S.O. 3445 dated 1982-10-02	1981-03-15
128.	CM/L-0844456 1980-02-29	Suba Hosiery Mills, Tirupur-638602 (Tamil Nadu)	IS: 4964 (Part II) — 1975	S.O. 3445 dated 1982-10-02	1981-03-15
129.	CM/L-0846258 1980-03-11	Anandi Re-rolling Mill Pvt Limited, Bangalore-560077	IS: 226—1975	S.O. 4452 dated 1983-12-10	1981-03-15

(1)	(2)	(3)	(4)	(5)	(6)
130.	CM/L-0846359 1980-03-11	Aruna Machine Tools, Madurai-625 107	IS:210—1978	S.O. 4452 dated 1983-12-10	1981-03-31
131.	CM/L-0848767 1980-03-18	Ramkishan Metal Works (Bom), Thane-400 604	IS:226—1975	S.O. 4452 dated 1983-12-10	1981-04-01
132.	CM/L-0849466 1980-03-19	Technico (India), Calcutta-700002	IS:933—1976	S.O. 4452 dated 1983-12-10	1981-03-31
133.	CM/L-0851049 1980-03-25	North Bengal Plywood Industries, P.O. Ektiasal (Siliguri)	IS:10 (Part III)- 1974	S.O. 4452 dated 1983-12-10	1981-03-31
134.	CM/L-0851251 1980-03-25	Khoday Industries Pvt Ltd., Bangalore	IS:3450—1976	S.O. 4452 dated 1983-12-10	1981-03-31
135.	CM/L-0851352 1980-03-25	Godavari Plywood Ltd., East Godavari Distt. (AP)	IS:1328—1970	S.O. 4452 dated 1983-12-10	1981-03-31
136.	CM/L-0852859 1980-03-27	A.D. Plywood Industries, Calcutta-700067	IS:10 (Part II)- 1976	S.O. 4452 dated 1983-12-10	1981-04-16
137.	CM/L-0853255 1980-03-31	Krishna Steel Industries Limited, Thana	IS:6915-1978	S.O. 4452 dated 1983-12-10	1981-04-15
138.	CM/L-0855562 1980-03-31	Karnataka Precision Engineers, Bangalore-562140 (Karnataka)	IS:23 86—1975	S.O. 4452 dated 1983-12-10	1981-04-15
139.	CM/L-0856968 1980-03-31	Bajrangbali Steel Co. Pvt Ltd., Hijiguru, Tinsukia, Assam	IS:1977—1975	S.O. 4452 dated 1983-12-10	1981-04-15
140.	CM/L-0857061 1980-03-31	Assam Udyog Co., Dibrugarh, Assam	IS:1977-1975	S.O. 4452 dated 1983-12-10	1981-04-15
141.	CM/L-0858568 1980-03-31	Asian Wire Ropes (P) Ltd. Patancheru-502320 Distt. Medak (AP)	IS:4521—1977	S.O. 4452 dated 1983-12-10	1981-04-15
142.	CM/L-0858669 1980-03-31	Godavari Plywood Ltd., East Godavari Distt. (AP)	IS:2202 (Part I)- 1973	S.O. 4452 dated 1983-12-10	1981-04-15
143.	CM/L-0858770 1980-03-31	Hosak Industries, Madras-500097. (Tamil Nadu)	IS:8069—1976	S.O. 4452 dated 1983-12-10	1981-04-15
144.	CM/L-0858871 1980-03-31	The Tuticorin Mills Ltd. Tuticorin-628003 (Tamil Nadu)	IS:834—1975	S.O. 4452 dated 1983-12-10	1981-04-15
145.	CM/L-0858972 1980-03-31	Anjeya Steel Rolling Mills, Tiruchirapalli-620 007	IS:226—1975	S.O. 4452 dated 1983-12-10	1981-04-15
146.	CM/L-0859267 1980-03-31	Ravi Paints & Chemicals Ltd. Madras-600 001 (Tamil Nadu)	IS:5410—1969	S.O. 4452 dated 1983-12-10	1981-04-15
147.	CM/L-0859368 1980-03-31	Sri Tamilnadu Metal Industries Padukottai Distt-622502	IS:226—1975	S.O. 4452 dated 1983-12-10	1981-04-15
148.	CM/L-0859570 1980-03-31	The Sankari Steel Rolling Mills, Salem Distt.	IS:1977—1975	S.O. 4452 dated 1983-12-10	1981-04-15
149.	CM/L-0860757 1980-03-31	Precious Industries, Andheri (East), Bombay-400093	IS:1293-1967	S.O. 4452 dated 1983-12-10	1981-04-15

(1)	(2)	(3)	(4)	(5)	(6)
150.	CM/L-0861153 1980-03-31	Bharat Engineering Works, Bombay-400080 (Maharashtra)	IS:933—1976	S.O. 4452 dated 1983-12-10	1981-04-15
151.	CM/L-0861254 1980-03-31	—do—	IS:934-1976	S.O. 4452 dated 1983-12-10	1981-04-15
152.	CM/L-0863965 1980-04-18	Cozy Micro Thermometer Inds., Sonepat-131001	IS:3055 (Part I)- 1977	S.O. 4453 dated 1983-12-10	1981-04-30
153.	CM/L-0867367 1980-04-28	National Paints Pvt. Limited, Sonepat (Haryana)	IS:2339—1963	S.O. 4453 dated 1983-12-10	1981-04-30
154.	CM/L-0868369 1980-05-09	Premier Timber & Plywood Products, Distt. Jalpaiguri (West Bengal)	IS:10 (Part III)- 1974	S.O. 4460 dated 1983-12-10	1981-05-15
155.	CM/L-0869674 1980-05-19	Shankar Tubes Limited, Distt. Hoogly	IS:1161—1979	S.O. 4460 dated 1983-12-10	1981-05-15
156.	CM/L-0873160 1980-06-05	Bharat Steel Rolling Mills, Faridabad	IS:226—1975	S.O. 4459 dated 1983-12-10	1981-06-15
157.	CM/L-0875265 1980-06-12	Myco Electrical Industries, New Delhi	IS:694—1977	S.O. 4459 dated 1983-12-10	1981-06-15

[No. CMD/13:14]

B.N. SINGH, Addl. Director General

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 31 मार्च, 1986

का. आ. 1482 :—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) अधीन, भारत के राजपूत, भाग 2, खंड 3 उपखंड (ii) तारीख 14 सितम्बर, 1985 में प्रकाशित भारत सरकार के दस्तावेज, खान और कोयला मंत्रालय (कोयला विभाग) की अधिसूचना सं. का. आ. 4271 तारीख 30 अगस्त, 1985 द्वारा, उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र में 604.04 एकड़ (लगभग) या 244.446 हेक्टर (लगभग) भूमि में कोयले का पूर्वांश करने के अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त संपूर्ण भूमि में कोयला अभिप्राय है, अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रवृत्त पद्धतियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 604.04 एकड़ (लगभग) या 244.446 हेक्टर (लगभग) भाग की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण. 1. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण उपायुक्त जिला गोड्डा (बिहार) के कार्यालय में या कोयला नियंत्रक 1 काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (नियमित योजना और परियोजनाएं) ईस्टर्न कोयला क्षेत्र जिला, सेंट्रोरेनियल आकबर डिस्ट्रिक्ट, जिला बर्दवान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण. 2. कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की और अन्तर्गत आकृष्ट नियम ज्ञात हैं जिसमें निम्नलिखित उपबंध हैं :—

“8(1) किसी ऐसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितवद्ध कोई भी व्यक्ति, अधिसूचना जारी किए जाने के तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आक्षेप कर सकता। स्पष्टीकरण: इस धारा के अर्थात्तर्गत किसी व्यक्ति की ओर से यह कहना आक्षेप नहीं माना जाएगा कि वह अन्य किसी भूमि में कोयला उत्पादन के लिए खनन संक्रियाएं करता चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति द्वारा नहीं की जा सकती।

(2) उपधारा (1) के अधीन प्रत्येक आक्षेप, सक्षम प्राधिकारी को लिखित रूप में किया जाएगा और सक्षम प्राधिकारी आक्षेपकर्ता को स्वयं गुप्त जाने या यह विधि व्यवसायी द्वारा धुनवाई का अवसर देगा और ऐसे सभी आक्षेपों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच यदि कोई है, तब तो के पश्चात् जो यह आवश्यक समझे, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आक्षेपों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अधिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इन धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितवद्द समझा जाएगा जो प्रतिवार में हित का दावा करने का हक्कदार होता यदि भूमि या ऐसी भूमि में या उस पर के किसी अधिपार को इस अधिनियम के अधीन अर्जित कर लिया जाता है”।

टिप्पण: 3 केंद्रीय सरकार ने, कोयला विनियम, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन मन्त्र प्राधिकारी नियुक्त किया है।

अनुसूची

राजमहल कोयला क्षेत्र

झाड़ंग सं. एम. डी./1952 तारीख 10-6-1985

(अर्जित की गई भूमि को दर्शित करने वाला)

सभी अधिपार

ब्लॉक सं० 1

क्र.सं.	मौजा का नाम (ग्राम)	थाना सं.	पुलिस स्टेशन जिला (थाना)	क्षेत्र एकड़ में	टिप्पणियाँ
1.	तैलगामा	39	बी. डब्ल्यू- मिमरा-1	36.87	भाग
2.	चित्रा कोठी	38	यथोक्त	16.18	भाग
3.	घाट नीमा	37	यथोक्त	14.83	भाग
4.	नीमकला	41	यथोक्त	30.37	भाग

कुल—98.17 एकड़

(लगभग)

या

39.75 हेक्टर (लगभग)

1. मौजा तैलगामा में अर्जित किए जाने वाले प्लॉट संख्यांक

590, 592, 593, 595, 606, 615, 616, 625, 626, 630 से 632, 641, 783 से 800, 802, 804 से 918

2. मौजा चित्रा कोठी में अर्जित किए जाने वाले प्लॉट संख्यांक :

288 से 314, 316 से 327, 329 (भाग) और 330 से 333

3. मौजा घाट नीमा में अर्जित किए जाने वाले प्लॉट संख्यांक :

1 से 7, 23 से 84, 86 से 93 और 129 (भाग)

4. मौजा नीम कला में अर्जित किए जाने वाले प्लॉट संख्यांक :

1 से 12, 14 से 76 और 119 से 124

सीमा-वर्णन :

क 1—क 2: रेखा, मौजा तैलगामा के प्लॉट संख्यांक 635, 633, 629, 627, 624, 617, 614, 607, 605, 599, 591, 591, 589 की दक्षिणी सीमा के साथ-साथ, प्लॉट सं. 918 से होकर प्लॉट सं. 919 की उत्तरी सीमा के साथ-साथ जाती है और प्लॉट सं. 920 की दक्षिणी सीमा के भाग से जाती है और बिंदु “क 2” पर मिलती है।

क 2-क 3-क 4: रेखा, मौजा तैलगामा के प्लॉट सं. 918 से होकर प्लॉट सं. 917, 914, 896, 895, 894, 892 की पूर्वी सीमा के साथ-साथ, मौजा नीम कला के प्लॉट सं. 124, 123, 121, 120, 119, 8, 9, की पूर्वी सीमा के साथ-साथ प्लॉट सं. 9, 10, 11, 12 की दक्षिणी सीमा के साथ-साथ प्लॉट सं. 16 की पूर्वी सीमा के भाग के साथ-साथ प्लॉट सं. 14, 33 और 34 की पूर्वी सीमा के साथ-साथ जाती है और बिंदु “क 4” पर मिलती है।

क 4-क 5-क 6: रेखा मौजा घाट नीमा के प्लॉट सं. 7, 6 की पूर्वी सीमा के साथ-साथ, प्लॉट सं. 37 की उत्तरी और पूर्वी सीमा के साथ-साथ प्लॉट सं. 33 के उत्तरी और पूर्वी सीमा के भाग के साथ-साथ, प्लॉट सं. 20 की दक्षिणी सीमा के साथ-साथ, प्लॉट सं. 21 के मात पश्चिमी और दक्षिणी सीमा के साथ-साथ फिर प्लॉट सं. 88 की पश्चिमी सीमा के साथ-साथ जाती है और बिंदु “क 6” पर मिलती है।

क 6-क 7-क 8: रेखा, मौजा घाट नीमा के प्लॉट सं. 86, 87, 129, 88, 89, 90, 92 और 93 की दक्षिणी सीमा के साथ-साथ फिर मौजा नीम कला के प्लॉट सं. 76, 70, 63, 56 और 55 की दक्षिणी सीमाओं के साथ-साथ, मौजा चित्रा कोठी के प्लॉट सं. 327 की दक्षिणी सीमा के साथ-साथ, प्लॉट सं. 329 से होकर, प्लॉट सं. 334 के दक्षिणी भाग और पश्चिमी सीमा के साथ-साथ प्लॉट सं. 333 की दक्षिणी सीमा के साथ-साथ जाती है और बिंदु “क 8” पर मिलती है।

क-8-क-9-क-10. : रेखा, मौजा बिना कोठी के प्लॉट सं. 333, 332, 321, 318, 317, 316, 313, 311, 290, 289 और 288 की पश्चिमी सीमा के साथ-साथ प्लॉट सं. 288, 292 की उत्तरी सीमा के साथ-साथ फिर प्लॉट सं. 294, 296 की पश्चिमी सीमा के साथ-साथ, फिर मौजा तेनगमा के प्लॉट सं. 792, 791, 790 की पश्चिमी सीमा के साथ-साथ, प्लॉट सं. 788 की दक्षिणी और पश्चिमी सीमा के साथ-साथ प्लॉट सं. 781 की पश्चिमी और उत्तरी सीमा के साथ-साथ प्लॉट सं. 784 की भाग पश्चिमी सीमा के साथ-साथ, प्लॉट सं. 783 की पश्चिमी और उत्तरी सीमा के साथ-साथ, प्लॉट सं. 800, 802, 804 की पश्चिमी सीमा के साथ-साथ प्लॉट सं. 918 की भाग उत्तरी सीमा के साथ-साथ और उनमें से होकर, प्लॉट सं. 641 की पश्चिमी सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "क-1" पर मिलती है।

सभी अधिकार

अनुसूची

ब्लॉक सं. 11

क्र.सं.	मौजा का नाम (ग्राम)	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	नीम कला	41	बी डब्ल्यू मिमरा-1	गोड्डा	13.05	भाग
2.	सुआरमारी	36	यथोक्त	यथोक्त	1.98	भाग
कुल :					15.03 एकड़ (लगभग)	
					या	
					6.09 हेक्टर (लगभग)	

1. मौजा नीम कला में अर्जित किए जाने वाले प्लॉट सं.

259, 261, 267 से 270, 272, 273, 276 से 278, 282, 264, 293 से 298, 316, 324, 325, 327 से 338, 339 से 363, 364 (भाग), 365 से 397, 398 (भाग), 393, 400, 405 से 408, 421 से 425, 463, 464, 466, 467, 475 से 477, 484, 358/754, 90 (भाग) और 378/761

2. मौजा सुआरमारी में अर्जित किए जाने वाले प्लॉट सं.

1 (भाग), 35, 37 से 52, 123, 124 और 125।

सीमा वर्णन :

ख 1—ख 2 : रेखा, मौजा नीम कला के प्लॉट सं. 258 के दक्षिणी पश्चिम कोने से प्रारंभ होती है और प्लॉट सं. 258, 260, 262, 263, 265, 266, 271, 274, 275, 279, 280, 281, 287, 288, 289, 290, 291, 292, 402, 403, 404, 410, 409, 417, 418, 419, 420, 426, 461, 462, 465, 468, 469, 470, 473, 478, 483 और 486 की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "ख 2" पर मिलती है।

ख 2—ख 3—ख 4 : रेखा, मौजा नीम कला के प्लॉट सं. 487 की पश्चिमी सीमा के साथ-साथ जाती है, फिर मौजा सुआरमारी के प्लॉट सं. 1 से होकर और प्लॉट सं. 34 की पश्चिमी सीमा के साथ-साथ, प्लॉट सं. 36 की उत्तरी और पश्चिमी सीमा, प्लॉट सं. 63 की पश्चिमी सीमा, प्लॉट सं. 62 की उत्तरी सीमा, प्लॉट सं. 61, 59, 53 की उत्तर-पश्चिमी सीमा, प्लॉट सं. 121, 122 की पश्चिमी सीमा, फिर प्लॉट सं. 126 की उत्तरी सीमा के साथ-साथ जाती है और बिन्दु "ख 4" पर मिलती है।

ख 4—ख 5—ख 6 : रेखा, मौजा नीम कला के प्लॉट सं. 364 से होकर, प्लॉट सं. 364 की पश्चिमी सीमा के साथ-साथ, फिर प्लॉट सं. 352, 354 के साथ-साथ प्लॉट सं. 358 की पूर्वी और उत्तरी और पश्चिमी सीमा के साथ-साथ जाती है, फिर प्लॉट सं. 340, 339 की उत्तरी सीमा के साथ-साथ जाती है और प्लॉट सं. 334 से होकर, प्लॉट सं. 323 और 320 की उत्तरी सीमा से होकर जाती है और बिन्दु "ख 6" पर मिलती है।

ख 6—ख 1 : रेखा, प्लॉट सं. 326 की उत्तरी और पश्चिमी सीमा के साथ-साथ, प्लॉट सं. 317 की उत्तरी सीमा, प्लॉट सं. 315 की पूर्वी सीमा के साथ-साथ जाती है और प्लॉट सं. 90 से होकर, प्लॉट सं. 256 की पूर्वी सीमा और प्लॉट सं. 257 की भाग पश्चिमी-पूर्वी सीमा से होकर जाती है और आरंभिक बिन्दु "ख-1" पर मिलती है।

अनुसूची

ब्लॉक सं. 111

सभी अधिकार

क्र.सं.	मौजा का नाम (ग्राम)	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	नीम कला	41	बी डब्ल्यू मिमरा-1	गोड्डा	2.40	भाग
2.	सुआरमारी	36	यथोक्त	यथोक्त	26.23	भाग
3.	हिजु कला	42	यथोक्त	यथोक्त	50.27	भाग
कुल :					78.90 एकड़	
					(लगभग)	
					या	
					31.94 हेक्टर (लगभग)	

1. मौजा नीम कला में अर्जित किए जाने वाले प्लॉट सं.

751 और 686/759

2. मौजा सुआरमारी में अर्जित किए जाने वाले प्लॉट सं.

1 (भाग) 2 से 11, 13, 14, 80 से 116, 131 से 134, 157 से 172 और 181 से 184।

3. मौजा हिजु कला में अर्जित किए जाने वाले प्लॉट सं.

1 से 151, 222 से 226, 235, 269 से 309, 418 से 423, 425, 430, 431, 439 से 449, 505, 506,

सीमा वर्णन :

ग 1-ग 2: मौजा नीम कला के प्लाट सं. 497, 500, 501, 502, 656, 657, 658, 661, 662, 663, 665, 666, 667, 671, 673, 674/755, 674, 676, 677, 686, 693, 687, 749 और 750 की दक्षिणी सीमा के साथ-साथ जाती है और बिंदु "ग 2" पर मिलती है।

ग 2-ग 3: रेखा, मौजा हिजुकीता में, गोड्डा पीरवेनी मार्ग की, भाग पश्चिमी सीमा के साथ-साथ जाती है और बिंदु "ग 3" पर मिलती है।

ग 3-ग 4: रेखा, मौजा हिजुकीता प्लाट सं. 313 के गोड्डा पीरवेनी मार्ग और दक्षिणी सीमा में होकर जाती है फिर मौजा हिजुकीता के प्लाट सं. 312, 311, 310, 326, 327, 417, 416, 415 को दक्षिण सीमा के साथ-साथ सं. 424, 426 की दक्षिणी और पश्चिमी सीमा के साथ-साथ प्लाट सं. 429, 432, 433, 436, 461, 460, 450, 451, 452, 504, 503 की दक्षिणी सीमा के साथ-साथ और प्लाट सं. 490 की दक्षिणी सीमा के साथ-साथ जाती है और "ग 4" पर मिलती है।

ग 4-ग 5-ग 6: रेखा, मौजा हिजुकीता के प्लाट सं. 606, 507, 508, 512 की पश्चिमी सीमा से होकर प्लाट सं. 549, 518, 268, 263, 262, 236, 228, 219, 221 की उत्तरी सीमा से होकर प्लाट सं. 159 के निकट की सड़क को पार करती है। प्लाट सं. 158, 157, 153, 151 को उत्तरी सीमा के साथ-साथ जाती है और बिंदु "ग 6" पर मिलती है।

ग 6-ग 7: रेखा, मौजा मुधारमारी और हिजुकीता की सीमा रेखा के साथ-साथ और मौजा मुधारमारी के प्लाट सं. 185 की उत्तर-पूर्वी सीमा के साथ-साथ और बिंदु "ग 7" पर मिलती है।

ग 7-ग 8-ग 1: रेखा, मौजा मुधारमारी की प्लाट सं. 185 की उत्तरी और पूर्वी सीमा के साथ-साथ, प्लाट सं. 175, 174, 173 की उत्तरी सीमा, प्लाट सं. 154, 155, 156, 144, 142, 135, 136, 137 की पूर्वी सीमा प्लाट सं. 130 की दक्षिणी और पूर्वी उत्तरी सीमा के साथ-साथ, प्लाट सं. 119, 118 की पूर्वी सीमा प्लाट सं. 117 की दक्षिणी और पूर्वी सीमा प्लाट सं. 67, 68 की पूर्वी सीमा प्लाट सं. 70 की दक्षिणी सीमा प्लाट सं. 71, 78, 79, 22 की पूर्वी सीमा प्लाट सं. 21 की दक्षिणी सीमा, प्लाट सं. 15 की दक्षिणी और पूर्वी सीमा, प्लाट सं. 16 की पूर्वी सीमा, प्लाट सं. 12 की दक्षिणी और पूर्वी सीमा के साथ-साथ जाती है और तब प्लाट सं. 22 से होकर जाती है और प्रारंभिक बिंदु "ग 1" पर मिलती है।

अनुसूची

क्लाक सं. 4

सभी अधिकार :

क्र. सं. मौजा का नाम (ग्राम)	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ में	टिप्पणियाँ
1. बड़ा सिमरा	33	श्री. डब्ल्यू. सिमरा-1	गोड्डा	123.90	भाग
				कुल :	123.90 एकड़ (लगभग)
				या	50.16 हैक्टर (लगभग)

1. मौजा बड़ा सिमरा में अज्ञित किए जाने वाले प्लाट सं.

352 से 400, 400 से 411, 425 (भाग), 426 से 433, 435, 436, 500, 503 से 610, 612 से 677, 690, 681, 682, 685 से 686

सीमा वर्णन :

घ 1-घ 2: रेखा, मौजा हिजुकीता और बड़ा सिमरा की सम्मिलित सीमा के साथ-साथ जाती है फिर बड़ा सिमरा के प्लाट सं. 351 की पूर्वी सीमा पर बिन्दु "घ 1" से प्रारंभ होती है और मौजा बड़ा सिमरा, हिजुकीता और रंगामटिया के जमिन पर बिन्दु "घ 2" पर मिलती है।

घ 2-घ 3-घ 4: रेखा, मौजा बड़ा सिमरा और रंगामटिया की सम्मिलित सीमा रेखा के साथ-साथ जाती है और बिन्दु "घ 4" पर मिलती है।

घ 4-घ 5: रेखा, गोड्डा—बोथरी जार मार्ग की उत्तर बिना सीमा के साथ-साथ जाती है और मौजा बड़ा सिमरा में बिन्दु "घ 5" पर मिलती है।

घ 5-घ 6-घ 1: रेखा, मौजा बड़ा सिमरा के प्लाट सं. 683, 679 की पूर्वी सीमा के साथ-साथ, प्लाट सं. 678, 493 को उत्तरी और पूर्वी सीमा प्लाट सं. 498, 500, 493 को उत्तरी सीमा, प्लाट सं. 489 को उत्तरी और पूर्वी सीमा, प्लाट सं. 481, 486 को उत्तर सीमा, प्लाट सं. 462, 453, 437, 409 की पूर्वी सीमा, प्लाट सं. 434 को पूर्वी और उत्तरी सीमा, प्लाट सं. 443 को पूर्वी सीमा के साथ-साथ जाती है, फिर प्लाट सं. 425 से होकर, प्लाट सं. 424 की पूर्वी सीमा के साथ-साथ, प्लाट सं. 423 को उत्तरी सीमा, प्लाट सं. 422 को पूर्वी और उत्तरी सीमा, प्लाट सं. 417 की पूर्वी सीमा, प्लाट सं. 416 की दक्षिणी और पूर्वी सीमा, प्लाट सं. 414, 415, 412, 349, 349, 350, 351 की पूर्वी सीमा के साथ-साथ जाती है और प्रारंभिक बिन्दु "घ 1" पर मिलती है।

अनुसूची

ब्लॉक सं. 5

सभी अधिकार :

क्र. सं. (ग्राम)	मौजा का नाम	प्लॉट सं.	पुलिस स्टेशन (प्लॉट)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	छोटासिमरा	34	बो डब्ल्यू सिमरा-1	गोड्डा	4.27	भाग
कुल 4.27 एकड़ (लगभग) या 1.73 हेक्टर (लगभग)						

1. मौजा छोटा सिमरा में अजित किए जाने वाले प्लॉट सं.

101, 102, 112, 113, 118 से 122, 123 से 133, 133 (भाग), 134 (भाग), 140 (भाग), 141 (भाग), 142 से 144 और 161।

सीमा वर्णन :

इ 1-इ 2-इ 3 : रेखा, मौजा छोटा सिमरा के प्लॉट सं. 124, 127 की दक्षिणी सीमा के साथ-साथ, प्लॉट सं. 125 का पश्चिमी और दक्षिण सीमा के साथ-साथ जाती है, प्लॉट सं. 143, 147 से होकर, प्लॉट सं. 160 का पश्चिमी और दक्षिणी सीमा, फिर प्लॉट सं. 165 का पूर्वी सीमा के साथ-साथ जाती है और बिन्दु "इ 3" पर मिलती है।

इ 3-इ 4-इ 1 : रेखा, प्लॉट सं. 162 की उत्तरी सीमा के साथ-साथ प्लॉट सं. 140, 141, 134, 133 से होकर, प्लॉट सं. 117, 115, 114, 111 की उत्तरी सीमा के साथ-साथ प्लॉट सं. 103, 98 की पूर्वी सीमा, प्लॉट सं. 99, 100 का दक्षिणी सीमा, प्लॉट सं. 123 का पश्चिमी, दक्षिणी और पूर्वी सीमा के साथ-साथ जाती है और आरम्भिक बिन्दु "इ 1" पर मिलती है।

अनुसूची

ब्लॉक सं. 6

सभी अधिकार :

क्रम सं. (ग्राम)	मौजा का नाम	प्लॉट सं.	पुलिस स्टेशन (प्लॉट)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	छोटा सिमरा	34	बो डब्ल्यू सिमरा-1	गोड्डा	96.12	भाग
कुल 96.12 एकड़ (लगभग) या 38.91 हेक्टर (लगभग)						

1. मौजा छोटा सिमरा में अजित किए जाने वाले प्लॉट सं. :

223 से 231, 236 से 242, 246 से 253, 270 से 274, 284, 296 से 312, 321, 483 से 471, 176 से 431, 194 से 501, 505 (भाग), 517 (भाग), 547 (भाग), 548 से 551, 554, से 583, 586 से 571, 593 से 645, 646 (भाग), 617 (भाग), 556/692 (भाग), 555/696 (भाग), 648 (भाग), 656 (भाग), 657 (भाग), 653 (भाग), 659, 662 और 663 से 632।

सीमा वर्णन :

च 1-च 2 : रेखा, मौजा छोटा सिमरा के प्लॉट सं. 321, 295, 194, 299, 235, 243, 175, 160, 150, 145, 113, 115, 233, 122, 211 की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "च 2" पर मिलती है।

च 2-च 3-च 4 : रेखा, मौजा छोटा सिमरा के प्लॉट सं. 218, 217, 216, 210, 214 का पश्चिमी सीमा के साथ, प्लॉट सं. 643, 647, 646, 651, से होकर, प्लॉट सं. 695 की पश्चिमी सीमा के साथ-साथ, प्लॉट सं. 656, 657 से होकर, प्लॉट सं. 657 का दक्षिणी सीमा के साथ-साथ प्लॉट सं. 694 की पश्चिमी सीमा के भाग के साथ-साथ, फिर प्लॉट सं. 661 का दक्षिणी सीमा के साथ-साथ जाती है और मौजा छोटा सिमरा और बड़ा सिमरा को सम्मिलित सीमा के साथ-साथ और मौजा बड़ा सिमरा, छोटा सिमरा और पहाड़पुर के त्रिसंघ पर बिन्दु "च 4" पर मिलती है।

च 4-च 5 : रेखा, पहाड़पुर और छोटा सिमरा को सम्मिलित सीमा के साथ-साथ जाती है और पहाड़पुर, छोटा सिमरा और तैरिया के बीच के त्रिसंघ पर बिन्दु "च 5" पर मिलती है।

च 5-च 6 : रेखा, तैरिया और छोटा सिमरा के बीच के त्रिसंघ सीमा के साथ-साथ जाकर गोड्डा-तैरिया मार्ग (प्लॉट सं. 634) को पार करती है और मौजा छोटा सिमरा के प्लॉट सं. 553 की पूर्वी और पश्चिमी सीमा के साथ-साथ चलती है और प्लॉट सं. 552 की उत्तरी सीमा के साथ-साथ जाती है और बिन्दु "च 6" पर मिलती है।

च 6-च 1 : रेखा, मौजा छोटा सिमरा के प्लॉट सं. 547 से होकर, प्लॉट सं. 548 की पूर्वी और उत्तरी सीमा के साथ साथ, प्लॉट सं. 584 की पूर्वी सीमा, प्लॉट सं. 585, 528 की पूर्वी और उत्तरी सीमा, प्लॉट सं. 518 की पूर्वी सीमा के साथ साथ जाती है और तब प्लॉट सं. 517, प्लॉट सं. 516 का उत्तरी सीमा, प्लॉट सं. 592 की पूर्वी और उत्तरी सीमा, प्लॉट सं. 508 का उत्तरी सीमा, प्लॉट सं. 505 से होकर, प्लॉट सं. 493 की उत्तरी सीमा, प्लॉट सं. 492, 485, 483 की पूर्वी सीमा, प्लॉट सं. 475, 474, 472, 467 की दक्षिणी सीमा से होकर सबक प्लॉट सं. 656 पार करती है, प्लॉट सं. 313, 315, 318, 320 की दक्षिणी सीमा से जाती है और प्रारंभिक बिन्दु "च 1" पर मिलती है।

अनुसूची

ब्लॉक सं. 7

सभी अधिकार :

क्रम सं. (भाग)	मौजा का नाम	प्लॉट सं.	पुलिस् स्टेशन (प्लॉट)	जिला	क्षेत्र एड़ों में	टिप्पणियाँ
1.	तेतरिया	709	महाशामा	गोड्डा	7.16	भाग
2.	आकासनी	705	यथोक्त	यथोक्त	19.20	भाग
3.	छोटा सिमरा	34	बी. डब्ल्यू सिमरा	यथोक्त	16.62	भाग
4.	कैदुआ	30	यथोक्त	यथोक्त	62.74	भाग
5.	तेतरिया	31	यथोक्त	यथोक्त	13.75	भाग
6.	कुशमाहा	708	महाशामा	यथोक्त	15.52	भाग
7.	बाट सिमरा छित	35	बी. डब्ल्यू सिमरा	यथोक्त	3.77	सम्पूर्ण
8.	कैदुआकिला	707	महाशामा	यथोक्त	1.98	भाग
कुल : 140.74 एकड़ (संग्रह)						
या 56.98 हेक्टर (संग्रह)						

1 मौजा तेतरिया में अर्जित किए जाने वाले प्लॉट सं.

1 से 16, 18, 27 (भाग) 42, 43, 44 (भाग), 45 और 48 से 52

2 मौजा आकासनी में अर्जित किये जाने वाले प्लॉट सं.

38 (भाग) 39 से 61, 95 से 101, 88 (भाग), 90 (भाग), 91 (भाग), 94 (भाग), 102 (भाग), 104 (भाग), 105 (भाग), 108 (भाग), और 109 (भाग)।

3 मौजा बाट सिमरा में अर्जित किए जाने वाले प्लॉट सं.

54 से 60, 333 से 361, 371 और 372

4 मौजा कैदुआ में अर्जित किए जाने वाले प्लॉट सं.

41 से 52, 82 से 216, 153/217, 122/218 और 182/219

5 मौजा तेतरिया में अर्जित किए जाने वाले प्लॉट सं.

1 से 45।

6 मौजा कुशमाहा में अर्जित किए जाने वाले प्लॉट सं.

2 (भाग), 3, 4, 5 (भाग), 12 (भाग), 13 (भाग), 14, 15, 16, 17, 18 (भाग), 21, 23 से 55, 56 (भाग), 57 (भाग) और 58 (भाग)।

7 मौजा बाट सिमरा छित में अर्जित किए जाने वाले प्लॉट सं.

143 से 147, 144/149, 144/150, 146/151 और 145/153

8 मौजा कैदुआकिला में अर्जित किए जाने वाले प्लॉट सं.

9 से 14।

सीमा वर्णन :

छ 1-छ 2-छ 3 : रेखा, मौजा कैदुआ के प्लॉट सं. 33, 53, 79, 81 की दक्षिणी सीमा के साथ साथ, प्लॉट सं. 80 की पश्चिमी और दक्षिणी सीमा से जाती है और बिन्दु "छ 3" पर मिलती है।

छ 3-छ 4 : रेखा, मौजा छोटा सिमरा और कैदुआ की सम्मिलित सीमा के साथ साथ जाती है और मौजा कैदुआ के प्लॉट सं. 211 की उत्तरी सीमा पर, बिन्दु "छ 4" पर मिलती है।

- छ 4-छ 5-छ 6 : रेखा, मौजा छोटा तिमरा के प्लाट सं. 53 की दक्षिणी सीमा के साथ साथ, प्लाट सं. 65, 64 की पश्चिमी सीमा, प्लाट सं. 61 की उत्तरी और पश्चिमी सीमा, प्लाट सं. 330 की उत्तरी सीमा, प्लाट सं. 332, 456 की उत्तरी और पूर्वी सीमा, प्लाट सं. 455 की उत्तरी और पश्चिमी सीमा, प्लाट सं. 454 की दक्षिणी और पश्चिमी सीमा, प्लाट सं. 365 की उत्तरी और पश्चिमी सीमा, प्लाट सं. 363 की उत्तरी सीमा से होकर और प्लाट सं. 362 की पश्चिमी सीमा के साथ साथ, प्लाट सं. 370, 373 की उत्तरी सीमा के साथ साथ जाती है और बिन्दु "छ 6" पर मिलती है।
- छ 6-छ 7 : रेखा, मौजा तेलरिया, जे. एच. सं. 31 (के प्लाट सं. 55, 56, 53, 48, 47, 46 की उत्तरी सीमा के साथ साथ, प्लाट सं. 54, 53, 41 की उत्तरी सीमा, प्लाट सं. 44 के साथ-साथ जाती है और मौजा तेलरिया (जे. एच. 709) के प्लाट सं. 17 की उत्तरी और पश्चिमी सीमा, प्लाट सं. 19, 25 की उत्तरी सीमा, प्लाट सं. 21 से होकर जाती है और बिन्दु "छ 7" पर मिलती है।
- छ 7-छ 8-छ 9 : रेखा, मौजा कुशमाहा के प्लाट सं. 58, 57, 56 से होकर जाती है और मौजा कुशमाहा और भकासनी की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "छ 8" पर मिलती है।
- छ 9-छ 10 : रेखा, मौजा कुशमाहा के प्लाट सं. 22, 60 की पूर्वी और उत्तरी सीमा के साथ साथ प्लाट सं. 18, 12, 13, 5 की पूर्वी सीमा, प्लाट सं. 2, 1 की पूर्वी और उत्तरी सीमा के साथ साथ जाती है और बिन्दु "छ 10" पर मिलती है।
- छ 10-छ 11 :
- छ 12-छ 13 : रेखा, मौजा भकासनी के प्लाट सं. 94, 102, 90, 104, 105, 108, 109 से होकर, फिर महागामा और भकासनी मौजी की सम्मिलित सीमा के साथ साथ जाती है मौजा महागामा बलाचिनीकित् और भकासनी के बीच के त्रिसंगम बिन्दु पर "छ 12" पर मिलती है और फिर मौजा भकासनी के प्लाट सं. 109, 88, 104, 90, 91, 94 से होकर प्लाट सं. 94 की उत्तरी और पूर्वी सीमा, प्लाट सं. 62 की पूर्वी सीमा के साथ साथ जाती है और प्लाट सं. 38 से होकर जाती है और बिन्दु "छ 13" पर मिलती है।
- छ 13-छ 1 : रेखा, मौजा केयुघाकिता और भकासनी के बीच की सम्मिलित सीमा के साथ-साथ जाती है और मौजा केयुघा के प्लाट सं. 48, 49 की पूर्वी सीमा और प्लाट सं. 38 की दक्षिणी सीमा के साथ-साथ जाती है जो और आरम्भिक बिन्दु "छ 1" पर मिलती है।

घनुसूची

ब्लॉक सं. 8

सभी अधिकार

क्र. सं. (ग्राम)	मौजा का नाम	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	महागामा	700	महागामा	गोड्डा	4.18	भाग
कुल 4.18 एकड़ (लगभग)						
या 1.69 हेक्टर (लगभग)						

1. मौजा महागामा में अजित किए जाने वाले प्लाट सं.

253, 254, 255(भाग), 1077(भाग), 1080(भाग), 1081(भाग), 1082(भाग), 1019(भाग), 1083(भाग), 1084(भाग), 1095(भाग), 1098(भाग), 1099(भाग), 1100 और 1101(भाग)।

सीमा वर्णन :

ज 1-ज 2-ज 3 : रेखा, मौजा महागामा के प्लाट सं. 252 की दक्षिणी सीमा के साथ-साथ, प्लाट सं. 92 की पश्चिमी सीमा के साथ-साथ जाती है और फिर प्लाट सं. 254, 1101, 1098 1080, 1095, 1082, 1084, 1083 से होकर जाती है और बिन्दु "ज 3" पर मिलती है।

ज 3-ज 4ज 1 : रेखा, मौजा महागामा के प्लाट सं. 1018 की उत्तरी सीमा के साथ-साथ जाती है और तब प्लाट सं. 1019, 1083, 1081, 1082, 1083, 1077, 1099, 253 से होकर जाती है और आरम्भिक बिन्दु "ज 1" पर मिलती है।

घनुसूची

ब्लॉक सं. 9

सभी अधिकार :

क्रम सं. (ग्राम)	मौजा का नाम	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	लटरिया	690	महागामा	गोड्डा	42.73	भाग
कुल 42.73 एकड़ (लगभग)						
या 13.30 हेक्टर (लगभग)						

1. मौजा लटरिया में अजित किए जाने वाले प्लाट सं. :

1 से 13, 33 से 56 और 59।

सीमा वर्णन :

ज 1-ज 2 : रेखा, मौजा लटरिया और मुरलीधर की सम्मिलित सीमा के भाग के साथ साथ जाती है, फिर मौजा लटरिया के प्लाट सं. 16, 15, 14, 23, 24, 32, 31, 94 की दक्षिणी सीमा के साथ साथ जाती है और बिन्दु "ज 2" पर मिलती है।

अ 2-अ 3 : रेखा, मोजा लटरिया के प्लॉट सं. 86, 85, 57, 58, 60, 63, 66, 68, 69 की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "अ 3" पर मिलती है।

अ 3-अ 4 : रेखा, लटरिया और गोबिन्दपुर के बीच की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "अ 4" पर मिलती है।

अ 4-अ 1 : रेखा, मोजा गुडिया की पश्चिमी सीमा के साथ-साथ जाती है और धारमिक बिन्दु "अ 1" पर मिलती है।

[सं. 43015/20/85-सी.ए.]

समय सिंह, प्रवर सचिव

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 31st March, 1986

S.O. 1482.—Whereas by the notification of the Government of India in the Ministry of Steel, Mines & Coal (Department of Coal), No. S.O. 4271 dated the 30th August, 1985 published in the Gazette of India, Part-II Section 3 Sub-section (ii), dated the 14th September, 1985 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 604.04 acres (approximately) or 244.446 hectares (approximately) of lands in the locality specified in the Schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in all the said lands;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said lands measuring 604.04 acres (approximately) or 244.446 hectares (approximately) described in the Schedule annexed hereto.

Note-1 The plan of the area covered by this notification may be inspected in the office of the Deputy Commissioner, District-Godda (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Corporate Planning & Projects) Eastern Coalfields Limited, Sanctoria, Post-Office Dishergarh, District-Burdwan (West Bengal).

Note-2 Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), which provides as follows :—

8. (1) Any person interested in any land in respect of which notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation : It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note-3 The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE
RAJMAHAL COALFIELDS

Drawing No. SD/1952

Dated : 10-6-85.

All Rights		Block No. I		(Showing lands to be acquired)		
Sl. No.	Name of mouza (Village)	Thana No.	Police Station (Thana)	District	Area in Acres	Remarks
1.	Telgama	39	BW Simra-I	Godda	36.87	Part
2.	Chitarkothi	38	-do-	Godda	16.10	Part
3.	Ghat Nima	37	-do-	Godda	14.83	Part
4.	Nimakala	41	-do-	Godda	30.37	Part
Total—					98.17 acres.	
					(approximately)	
					or	
					3975 Hectares	
					(approximately)	

1. Plot Nos. to be acquired in mouza Telgama :—590, 592, 593, 595, 606, 615, 616, 625, 626, 630 to 632, 641, 783 to 800, 802, 804 to 918.

2. Plot Nos. to be acquired in mouza Chitarkothi :—288 to 314, 316 to 327, 329 (part) and 330 to 333.

3. Plot Nos. to be acquired in mouza Ghat Nima :—1 to 7, 23 to 84, 86 to 93 & 129 (P).

4. Plot Nos. to be acquired in mouza Nimakala :—1 to 12, 14 to 76 and 119 to 124.

BOUNDARY DESCRIPTION :

- A1—A2 :** Line passes along with Southern boundaries of plots 635, 633, 629, 627, 624, 617, 614, 607, 605, 596, 594, 591, 589 through 918 along Northern boundary of plot 919 and part Southern boundary of plot 920 of mouza Telgama and meets at point 'A2'.
- A2—A3—A4 :** Lines pass through plot 918, along Eastern boundary of 917, 914, 896, 895, 894, 892 of mouza Telgama, along Eastern boundaries of plot 124, 123, 121, 120, 119, 8, 9 along Southern boundaries of plot 9, 10, 11, 12, part Eastern boundary of plot 16, Eastern boundary of plot 14, 33, and 34 of mouza Nimakala and meet at point 'A4'.
- A4—A5—A6 :** Line pass along Eastern boundaries of plot 7, 6, Northern and Eastern boundaries of plot 37, Northern and part Eastern boundaries of plot 33, Southern boundary of plot 20, part Western and Southern boundary of plot 21, Western boundary of plot 88 of mouza Ghat Nima and meet at point 'A6'.
- A6—A7—A8 :** Lines pass along southern boundaries of plot 86, 87, 129, 88, 89, 90, 92 & 93 of mouza Ghatnima, along southern boundaries of plot 76, 70, 63, 56 & 55 of mouza Nimakala, along southern boundary of plot 327, through plot 329, along part southern and western boundary of plot 334, southern boundary of plot 333 of mouza Chitarkoti and meet at point 'A8'.
- A8—A9—A1 :** Lines pass along western boundary of plot 333, 332, 321, 318, 317, 316, 313, 314, 290, 289 & 288 along northern boundary of plot 288, 292, along western boundary of plot 294, 296 of mouza Chitarkoti along western boundary of plot 792, 791, 790, southern and western boundary of plots 788, western and northern boundary of plot 781, part western boundary of 784, western and northern boundary of 783, western boundary of 800, 802, 804, through and along part northern boundary of plot 918, along western boundary of plot 641 of mouza Telgama and meet the starting point 'A1'.

SCHEDULE

Block No. II

All rights

Sl. No.	Name of mouza (Village)	Thana No.	Police Station (Thana)	District	Area in acres	Remarks
1.	Nimakala	41	BW Simra-I	Godda	13.05	Part
2.	Suarmari	36	-do-	Godda	1.98	Part
Total—					15.03 acres (approximately) or 6.09 hectares (approximately)	

1. Plot numbers to be acquired in mouza Nimakala : 259, 261, 267 to 270, 272, 273, 276 to 278, 282, 264, 293 to 298, 316, 324, 325, 327 to 338, 339 to 363, 364 (part), 365 to 397, 398 (Part), 393, 400, 405 to 408, 421 to 425, 463, 464, 466, 467, 475 to 477, 484, 358/754, 90 (Part) and 378/761.

2. Plot numbers to be acquired in mouza Suarmari : 1 (part) 35, 37 to 52, 123, 124 & 125.

BOUNDARY DESCRIPTION :

B1—B2 :	Line starts from south west corner of plot 258 and passes along southern boundary of plot 258, 260, 262, 263, 265, 266, 271, 274, 275, 279, 280, 281, 287, 288, 289, 290, 291, 292, 402, 403, 404, 410, 409, 417, 418, 419, 420, 426, 461, 462, 465, 468, 469, 470, 473, 478, 483 and 486 of mouza Nimakala and meets at point 'B2'.
B2—B3—B4 :	Lines pass along western boundary of plot 487 of mouza Nimakala, through plot 1 and along western boundary of plot 34, northern and western boundary of plot 36, western boundary of 63, northern boundary of 62, north western boundary of 61, 59, 53, western boundary of 121, 122, northern boundary of 126 of mouza Suarmari and meet at point 'B4'.
B4—B5—B6 :	Line pass through plot No. 364 along western boundary of 364, northern boundary of 353, 354, eastern and northern and western boundary of 358, northern boundary of 340, 339, through 334, northern boundary of 323 & 320 of mouza Nimakala and meet at point 'B6'.
B6—B1 :	Line passes along northern and western boundary of plot 326, northern boundary of 317, eastern boundary of 315, through plot 90, eastern boundary of 256 and part western eastern boundary of 257 and meets at starting point 'B1'.

SCHEDULE

Block No. III

All Rights :

Sl. No.	Name of mouza (Village)	Thana No.	Police station (Thana)	District	Area in acres	Remarks
1.	Nimakala	41	BW Simra-I	Godda	2.40	(Part)
2.	Suarmari	36	-do-	-do-	26.23	-do-
3.	Hijukitta	42	-do-	-do-	50.27	-do-
Total—					78.90 acres (approximately) or 31.94 hectares (approximately)	

1. Plot numbers to be acquired in mouza Nimakala : 751, & 686/759.

2. Plot numbers to be acquired in mouza Suarmari : 1 (Part, 2 to 11, 13, 14, 80 to 116, 131 to 134, 157 to 172 and 181 to 184.

3. Plot numbers to be acquired in mouza Hijukitta : 1 to 151, 222 to 226, 235, 269 to 309, 418 to 423, 425, 430, 431, 439 to 449, 505, 506, 514, 515 to 517 and 514/609.

BOUDARY DESCRIPTION :

- C1—C2 : Line passes along southern boundary of plot 497, 500, 501, 502, 656, 657, 659, 661, 662, 663, 665, 666, 667, 671, 673, 674/755, 674, 676, 677, 686, 693, 687, 749 and 750 of mouza Nimakala and meets at point 'C2'.
- C2—C3 : Line passes along part western boundary of Godda-Pirpaiti Road in mouza Hijukitta and meets at point 'C3'.
- C3—C4 : Line passes through Godda-Pirpaiti Road and southern boundary of plot 313 of Hijukitta mouza and along southern boundary of 312, 311, 310, 326, 327, 417, 416, 415 southern and western boundary of 424, 426, southern boundary of 429, 432, 433, 436, 461, 460, 450, 451, 452, 504, 503 and southwest boundary of 490 of mouza Hijukitta and meets at point 'C4'.
- C4—C5—C6 : Line pass through western boundary of 606, 507, 508, 512, northern boundary of 549, 518, 268, 263, 262, 236, 228, 219, 221, crosses the road near plot 159, pass along northern boundary of 158, 157, 153, 151, of mouza Hijukitta and meet at point 'C6'.
- C6—C7 : Line passes along the boundary line of mouza Suarmari and Hijukitta and north east boundary of plot 185 of mouza Suarmari, and meets at point 'C7'.
- C7—C8—C1 : Lines pass along northern and eastern boundary of 185, northern boundary of 175, 174, 173, eastern boundary of 154, 155, 156, 144, 142, 135, 136, 137, southern and eastern and northern boundary of 130, eastern boundary of 119, 118, southern and eastern boundary of 117, eastern boundary of 67, 68, southern boundary of 70, eastern boundary of 71, 78, 79, 22, southern boundary of 21, southern and eastern boundary of 15, eastern boundary of 16, southern and eastern boundary of 12 through plot 1 of mouza Suarmari and meet at starting point 'C1'.

SCHEDULE

Block No. IV

All Rights:

Sl. No.	Name of mouza (Village)	Thana No.	Police Station (Thana)	District	Area in acres	Remarks
1.	Bara Simra	33	BW Simra-I	Godda	123.90	(Part)
Total					123.90 acres (approximately) or 50.16 hectares (approximately)	

1. Plot numbers to be acquired in mouza Bara Simra :

352 to 400, 401 to 411, 425 (Part), 426 to 433, 435, 436, 500, 503 to 610, 612 to 677, 680, 681, 682, 685 and 686.

BOUNDARY DESCRIPTION :

D1 D2 : Line passes along the common boundary line of mouza Hijukitta and Bara Simra starting from point D1 on the eastern boundary of plot 351 of mouza Bara Simra and meets at point 'D2' on the Trijunction point of mouza Bata Simra, Hijukitta and Rangamatia.

D2-D3-D4 :

Lines pass along the common boundary line of mouza Bara Simra and Rangamatia and meet at point 'D4'.

D4-D5 : Line passes along north side boundary of Godda-Baarijor Road and meet in mouza Bara Simra and meet at point 'D5'.

D5-D6-D1 : Lines pass along eastern boundary of plot 683, 679, northern and eastern boundary of plot 678, 499, northern boundary of 498, 502, 493, northern and eastern boundary of 489, northern boundary of 488, 486, eastern boundary of 462, 453, 437, 439, eastern and northern boundary of 434, eastern boundary of 443, through 425, along eastern boundary of 424, northern boundary of 423, eastern and northern boundary of 422, eastern boundary of 417, southern and eastern boundary of 416, eastern boundary of 414, 415, 412, 347, 349, 350, 351 of mouza Bara Simra and meet at the starting point 'D1'.

SCHEDULE

Block No. V.

All Rights :

Sl. No.	Name of mouza (village)	Thana No.	Police Station (Thana)	District	Area in acre	Remarks
1.	Chhota Simra	34	BW Simra-I	Godda	4.27	Part
Total :					4.27 acres (approximately)	
					or	1.73 hectares (approximately)

1. Plot numbers to be acquired in mouza Chhota Simra :

101, 102, 112, 113, 118 to 122, 128 to 132, 133 (Part), 134 (Part), 140 (Part), 141 (Part), 142 to 144 and 161.

BOUNDARY DESCRIPTION :

E1-E2-E3 : Lines pass along southern boundary of plot 124, 127, western and southern boundary of 125, passes through 143, 147, along western and southern boundary of 160, eastern boundary of 165 of mouza Chhota Simra and meet at point 'E3'.

E3-E4-E1 : Lines pass along northern boundary of plot 162, through 140, 141, 134, 133, along northern boundary of 117, 115, 114, 111, eastern boundary of 103, 98, southern boundary of 99, 100, western southern and eastern boundary of 123 of mouza Chhota Simra and meet at the starting point 'E1'.

SCHEDULE

Block No. VI

All Rights :

Sl. No.	Name of mouza (village)	Thana No.	Police Station (Thana)	District	Area in acre	Remarks
1.	Chhota Simra	34	BW Simra-I	Godda	96.12	(Part)
Total :					96.12 acres (approximately)	
					or	38.91 hectares (approximately)

1. Plot numbers to be acquired in mouza Chhota Simra :

223 to 231, 236 to 242, 246 to 258, 270 to 274, 284, 296 to 312, 321, 468 to 471, 476 to 482, 494 to 504, 505 (Part), 517 (part), 547 (part), 548 to 551, 554 to 583, 586 to 591, 593 to 645, 646 (Part), 647 (Part), 556/694 (Part), 555/696 (Part), 648 (Part), 656 (part), 657 (Part), 658 (Part), 659, 662, and 663 to 692.

BOUNDARY DESCRIPTION :

F1-F2 : Lines pass along southern boundary of plot 321, 295, 294, 293, 285, 283, 275, 269, 259, 245, 243, 235, 232, 222, 221, of mouza Chhota Simra and meets at point 'F2'.

F2-F3-F4 : Line passes along the western boundary of plot 218, 217, 216, 210, 214 through 648, 647, 646, 651, along western boundary of 695 through 656, 657, along southern boundary of 657, western part boundary of 694, southern boundary of 661 of mouza Chhota Simra and common boundary of mouzas Chhota Simra and Bara Simra and meet the Trijunction point of Bara Simra, Chhota Simra and Paharpur at point 'F4'.

F4-F5 : Line passes along common boundary between Paharpur and Chhota Simra and meet the Trijunction pillar between Paharpur, Chhota Simra and Tetaria at point 'F5'.

F5-F6 : Line passes along the common boundary between Tetaria and Chhota Simra across Godda-Pirpaiti Road (Plot 684) and passes along eastern and northern boundary of plot No. 553, northern boundary of 552, of mouza Chhota Simra and meets at point 'F6'.

F6-F1 : Line passes through plot 547 and along eastern and northern boundary of 546, eastern boundary of 584, eastern and northern boundary of 585, 528, eastern boundary of 518, through 517, northern boundary of 516, eastern and northern boundary of 592, northern boundary of 588, through 585, northern boundary of 493, eastern boundary of 493, 485, 483, southern boundary of 475, 474, 472, 467 across road (plot 656), boundary of 313, 315, 318, 320 of mouza Chhota Simra and meets at the starting point 'F1'.

SCHEDULE
Block No. VII

All Rights :

Sl. No.	Name of mouza (Village)	Thana No.	Police Station (Thana)	District	Area in acre	Remarks
1.	Tetaria	709	Mahagama	Godada	7.16	Part
2.	Akasni	705	-do-	-do-	19.20	-do-
3.	Chhota Simra	34	BW Simra-I	-do-	16.62	-do-
4.	Kendua	30	-do-	-do-	62.74	-do-
5.	Tetaria	31	-do-	-do-	13.75	-do-
6.	Kusmaha	708	Mahagama	-do-	15.52	-do-
7.	Ghat Simra Chhit	35	BW Simra-I	-do-	3.77	Full
8.	Kenduakitta	707	Mahagama	-do-	1.98	part
Total					140.74 acres (approximately) or 56.98 hectares (approximately).	

1. Plot numbers to be acquired in mouza Tetaria :
1 to 16, 18, 27 (Part), 42, 43, 44 (Part), 45 & 46 to 52.
2. Plot numbers to be acquired in mouza Akasni :
38 (Part), 39 to 61, 95 to 101, 88 (part), 90 (part), 91 (Part), 94 (Part), 102 (Part), 104 (Part), 105 (Part), 108 (Part) & 109 (part).
3. Plot numbers to be acquired in mouza Chhota Simra :
54 to 60, 333 to 361, 371 & 372.
4. Plot numbers to be acquired in mouza Kendua :
41 to 52, 82 to 216, 153/217, 122/218 & 182/219.
5. Plot numbers to be acquired in mouza Tetaria :
1 to 45.
6. Plot numbers to be acquired in mouza Kusmaha :
2 (Part), 3, 4, 5 (Part), 14 (Part), 14, 15, 16, 17, 18 (Part), 21, 23 to 55, 56 (Part), 57 (Part) & 58 (Part).
7. Plot numbers to be acquired in mouza Ghat Simra Chhit :
143 to 147, 144/149, 144/150, 146/151 & 145/153.
8. Plot numbers to be acquired in mouza Kenduakitta :
9 to 14.

BOUNDARY DESCRIPTION :

G1-G2-G3 : Lines pass along southern boundary of plot 33, 53, 79, 81, western and southern boundary of plot 80 of mouza Kendua and meet at point 'G3'.

G3-G4 : Line passes along the common boundary of mouzas Chhota-Simra and Kendua and meets at point 'G4' on the northern boundary of plot 211 of Kendua mouza.

G4-G5-G6 : Lines pass along southern boundary of plot 53, western boundary of 65, 64, northern and western boundary of 61, northern boundary of 330, northern and eastern boundary of 332, 456, northern and western boundary of 455, southern and western boundary of 454, northern and western boundary of 365, northern boundary of 363, through and along western boundary of 362, northern boundary of 370, 373 of mouza Chhota Simra and meet at point 'G6'.

G6-G7 : Line passes along northern boundary of plot 55, 56, 53, 48, 47, 46, of mouza Tetaria (J.L. No. 31) northern boundary of plot 54, 53, 41, through 44, northern and western boundary of 17, northern boundary of 25, through 21 of mouza Tetaria (J.L. No. 709) and meet at point 'G7'.

G7-G8-G9 : Lines pass through plot 58, 57, 56, of mouza Kusmaha passes along the common boundary between Kusmaha and Akasni mouzas and meet at point 'G9'.

G9-G10 : Line passes along eastern and northern boundary of plot 22, 60, eastern boundary of 18, 12, 13 5 eastern and northern boundary of 2, 1, of mouza Kusmaha and meets at point 'G10'.

G10-G11-G12-G13 : Lines pass through plot 94, 102, 90, 104, 105, 108, 109 of Akasni mouza then along common boundary between Mahagama and Akasni mouzas and meet 'G12' at Trijunction point between Mahagama Balachinikitu and Akasni mouzas and then passes through plot 109, 88, 104, 90, 91, 94, along northern and eastern boundary of 94 eastern boundary of 62 and through 38 of Akasni mouza and meet at point 'G13'.

G13-G1 : Line passes along the common boundary between Kenduakitta and Akasni mouzas and eastern boundary of plot 40, 49 and southern boundary of plot 38 of mouza Kendua and meets at the starting point 'G1'.

SCHEDULE**Block No. VIII****All Rights :**

Sl. No.	Name of mouza (Village)	Thana No.	Police Station (Thana)	District	Area in acre	Remarks
1.	Mahagama	700	Mahagama	Godda	4.18	Part
Total :					4.18 acres (approximately) or 1.69 hectares (approximately)	

1. Plot numbers to be acquired in mouza Mahagama :

253, 254, 255 (Part), 1077(Part), 1080 (Part), 1081 (Part), 1082 (Part), 1019 (Part), 1083 (Part), 1084 (Part), 1095 (Part), 1098 (Part), 1099 (Part), 1100, and 1101 (Part).

BOUNDARY DESCRIPTION :

H1-H2-H3 : Lines pass along southern boundary of plot 252, western boundary of 92, through 254, 1101, 1098, 1080, 1095, 1082, 1084, 1083 of mouza Mahagama and meet at point 'H3'.

H3-H4-H1 : Lines pass along northern boundary of plot 1018, through 1019, 1083, 1081, 1082, 1077, 1099, 253 of mouza Mahagama and meet at the starting point 'H1'.

SCHEDULE

Block No. IX

All Rights :

Sl. No.	Name of mouza (Village)	Thana No.	Police Station (Thana)	District	Area in acre	Remarks
1.	Latariya	690	Mahagama	Godda	42.73	Part
Total :					42.73 acres (approximately) or 13.30 hectares (approximately)	

1. Plot numbers to be acquired in mouza Latariya :
1 to 13, 33 to 56 and 59.

BOUNDARY DESCRIPTION :

J1-J2 : Line passes along part common boundary of Litariya and Murlidhak mouzas, southern boundary of plot 16, 15, 14, 23, 24, 32, 31, 94, of mouza Latariya and meets at point 'J2'.

J2-J3 : Line passes along western boundary of plot 86, 85, 57, 58, 60, 65, 66, 68, 69 of mouza Latariya and meets at point 'J3'.

J3-J4 : Line passes along the common boundary between Latariya and Gobindapur and meets at point 'J4'.

J4-J1 : Line passes along the western boundary of mouza Gudia and meets at the starting point 'J1'.

[No. 43015/20/85-CA]

SAMAY SINGH, Under Secy.

(विद्युत विभाग)

(Department of Power)

नई दिल्ली, 5 मार्च, 1986

New Delhi, the 5th March, 1986

आदेश

ORDER

का.आ. 1483 :—केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण तथा अपील) नियम, 1965 के नियम 9 के उप नियम (2), नियम 12 के उप नियम (2) की धारा (ख) और नियम 24 के उप नियम (1) द्वारा प्रवृत्त शक्तियों का उपयोग करते हुए राष्ट्रपति एतद्वारा दिनांक 17 सितम्बर, 1983 को भारत के राजपत्र, भाग-2, खण्ड-3, उपखण्ड (2) में प्रकाशित विद्युत विभाग के दिनांक 27 अगस्त, 1983 के सा.आ. सं. 3567 में निहित भारत सरकार के आदेश में निम्नानुसार संशोधन करते हैं, नामशः :—

तथाकथित आदेश के भाग-2 और 3 में अनुसूची में "सचिव, केन्द्रीय विद्युत प्राधिकरण" जहाँ भी इसका उल्लेख है, के स्थान पर निम्नलिखित को पड़ा जाए, नामशः :—

"निदेशक (प्रशासन), केन्द्रीय विद्युत प्राधिकरण"।

S.O. 1483.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby amends the order of the Government of India in the Department of Power S.O. No. 3567, dated 27th August, 1983, published in the Gazette of India, Part II, Section 3-Sub-section (ii) dated the 17th September, 1983, as follows, namely :—

In the Schedule to the said Order in Part II and III for the words "Secretary, Central Electricity Authority", wherever they occur, the following shall be substituted, namely :—

"Director (Administration), Central Electricity Authority".

[सं. 10/9/75-सतर्कता]

[No. 10/9/75-Vig.]

ज.डा. मेहतानी, निदेशक

J. D. MEHTANI, Director.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 24 मार्च, 1986

का.प्रा. 1484 :—वन्त-चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा-10 की उप-धारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय वन्त चिकित्सा परिषद से परामर्श करने के बाद उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित और संशोधन करती है; अर्थात्:—

उक्त भाग-1 में पटना विश्वविद्यालय से संबंधित क्रम संख्या 16 के सामने (क) कालम-2 के अन्तर्गत मौजूदा प्रविष्टियों की संख्या (i) होगी;

(ख) इस प्रविष्टि को इस प्रकार संशोधित करने के बाद, कालम

2 और 3 के अन्तर्गत निम्नलिखित प्रविष्टियाँ अंतःस्थापित की जाएंगी;

(ii) मास्टर ऑफ डेंटल सर्जरी

एम. डी. एस.

(प्रोस्थेटिक डेंटिस्ट्री)

(प्रोस्थेटिक डेंटिस्ट्री),

पटना।

[सं. सी. 12017/3/84-पी.एम.एस.]

कु. चन्द्रकला सिन्धु, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 24th March, 1986

S. O. 1484 :—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part I of the Schedule to the said Act, namely:—

In the said Part I, against serial number 16 relating to the Patna University, (a) the existing entries under column 2, shall be numbered as (i); (b) after the entry so numbered, under columns 2 and 3, the following entries shall be inserted, namely:—

2.	3.
(ii) Master of Dental Surgery (Prosthetic Dentistry)	M.D.S. (Prosthetic Dentistry), Patna.

[No. V. 12017/3/84-PMS]
Kum. C. CINTURY, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(संस्कृति विभाग)

नई दिल्ली, 31 मार्च, 1986

कां.प्रा. 1485 :—सिनेमाटोग्राफ (प्रमाणीकरण) नियमावली, 1983 के नियम 8 के उपनियम (1) और (2) के साथ पठित सिनेमाटोग्राफ अधिनियम, 1952 की धारा 5 की उपधारा (1) और नियम 7 के उपनियम (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा फिल्म प्रमाणीकरण बोर्ड से परामर्श करने के पश्चात् निम्नलिखित व्यक्तियों को बिबेन्द्र स्थित उक्त बोर्ड के सलाहकार पैनल के सदस्यों के रूप में तत्काल से दो वर्ष की अवधि अथवा अगले आदेशों तक नियुक्त करती है:—

1. श्रीमती सुधा थम्पी
2. श्रीमती प्रामिला
3. श्रीमती गोमती भास्करन
4. श्रीमती राजलक्ष्मी नायर
5. प्रोफेसर मन्ता कुमारी
6. श्रीमती आशा सरस्वती
7. श्रीमती सुलोचना नायर

[फाइल सं. 811/5/84-एफ(सी)]

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

New Delhi the 31st March, 1986

S.O. 1485.—In exercise of the powers conferred by sub-section (1) of section 5 of the Cinematograph Act, 1952 and sub-rule (3) of rule 7, read with sub-rules (1) and (2) of rule 8 of the Cinematograph (Certification) Rules 1983, the Central Government hereby appoints the following persons after consultation with the Board of Film Certification, as Mem-

bers of the Advisory Panel of the said Board at Trivandrum with immediate effect for a period of two years or until further orders:—

1. Smt. Sudha Thampi
2. Smt. Pramila
3. Smt. Gomathi Bhaskaran
4. Smt. Rajalakshmi Nair
5. Prof. Santa Kumari
6. Smt. Asha Saraswathy
7. Smt. Sulochana Nair

[File No. 811/5/84-F(C)]

कां.प्रा. 1486 :—सिनेमाटोग्राफ (प्रमाणीकरण) नियमावली, 1983 के नियम 8 के उपनियम (1) और (2) के साथ पठित सिनेमाटोग्राफ अधिनियम 1952 की धारा 5 की उपधारा (1) और नियम 7 के उपनियम (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार अगले आदेशों तक फिल्म प्रमाणीकरण बोर्ड के साथ बिबेन्द्र-स्थित उक्त बोर्ड के सलाहकार पैनल के सदस्यों के रूप में दो वर्ष की अवधि के लिये अथवा अगले आदेशों तक तत्काल नियुक्त करती है:—

1. श्रीमती सुलोचना मिश्रा
2. कुमारी शोभा प्रसाद
3. कुमारी सीरा सोम वत
4. कुमारी मञ्जोली मिश्रा

5. श्री गुरुखगेंद्र नाथ बर्मन
6. श्री स्वप्न कुमार गंगुली
7. श्री फ्रेडरिक रोजिन गोम्स
8. श्री सजल बंदोपाध्याय
9. कुमारी अदिति दास
10. श्री प्रदीप गुहा
11. श्री आलोकप्रभा कानूनगो
12. श्रीमती राखी सरकार
13. श्री अश्विनी कपूर
14. श्री अजय कुमार डे
15. डा० प्रथा चटर्जी
16. श्रीमती नीलिमा सैन गंगोपाध्याय
17. श्री जगेश दत्ता
18. डा० जी०के० हलधर
19. डा० अशोक के० घोष
20. डा० तपन कुमार घोष
21. कुमारी मालिनी भट्टाचार्य

[फा०सं० 811/5/84-एफ० (सी)]

S.O. 1486.—In exercise of the powers conferred by sub-section (1) of section 5 of the Cinematograph Act, 1952 and sub-rule (3) of rule 7, read with sub-rules (1) and (2) of rule 8 of the Cinematograph (Certification) Rules 1983, the Central Government hereby appoints the following persons after consultation with the Board of Film Certification, as Members of the Advisory Panel of the said Board at Calcutta with immediate effect for a period of two years or until further orders :—

1. Mrs. Aloka Mitra
2. Ms. Shobha Prasad
3. Ms. Meera Som Dutt
4. Ms. Saoli Mitra
5. Shri Gurukhagendra Nath Barman
6. Shri Swapan Kumar Ganguli
7. Shri Frederick Robin Gomes
8. Shri Sajal Bandopadhyay
9. Ms. Aditi Das
10. Shri Pradeep Guha
11. Shri Alokprava Kanungo
12. Mrs. Rakhi Sarkar
13. Shri Ashwani Kapur
14. Shri Ajoy Kumar Dey
15. Dr. Partha Chatterjee
16. Smt. Nilima Sen Gangopadhyay
17. Shri Jogesh Dutta
18. Dr. D. K. Halder
19. Dr. Asok K. Ghosh
20. Dr. Tapan Kumar Ghosh
21. Ms. Malini Bhattacharya

[File No. 811/5/84-F(C)]

का०अं० 1487.—सिनेमाटोग्राफ (प्रमाणोकरण) नियमावली, 1983 के नियम 8 के उप नियम (1) के साथ पठित सिनेमाटोग्राफ अधिनियम

1952 की धारा 5(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा यह निर्देश देती है कि निम्नलिखित व्यक्ति 10 अप्रैल, 1980 से फिल्म प्रमाणन बोर्ड के कलकत्ता सलाहकार पैनल के सदस्य नहीं होंगे :—

1. डा० गौरी शंकर भट्टाचार्य
2. श्री मनिन्द्रा रे
3. श्री तरुण रे
4. श्री अमिताभ चौधरी
5. श्री जी०पी० बरुआ
6. श्री शरत मिश्रा
7. श्रीमती कृष्णा घोष
8. श्रीमती आरती श्रीमल
9. श्री पी०के० महापात्र
10. श्रीमती काजल चौधरी
11. श्री निर्मलया आचार्य
12. श्रीमती मुदेशना चक्रवर्ती
13. श्री अमरनाथ डे
14. श्री प्रतिभा मिश्रा
15. श्री जान पालमेर
16. श्री रंजन बनर्जी
17. श्री प्रवेश शंकर
18. श्री सैयद मुस्तफा सि
19. श्री गुरु बिपिन सिंह
20. श्रीमती उसरी घटक
21. श्री श्याम सुन्दर पोद्दार
22. डा० विश्वनाथ राय
23. श्री रामा पद चौधरी
24. श्री चित्तरंजन घोष
25. श्री श्यामल गंगोपाध्याय
26. श्री प्रदिप्ता शंकर सैन
27. श्री प्रतिभा मिश्रा
28. श्री राजजहीन फरीबी
29. श्री गुरु नाडिया सिंह
30. श्री सुनील गंगोपाध्याय
31. श्री मिहिर सैन
32. श्री जे०के० सराफ

[मि०सं० 811/1/83-एफ० (सी)]

इकबाल कृष्ण, सचिव

S.O. 1487.—In exercise of the powers conferred by section 5(1) of the Cinematograph Act 1952 read with sub-rule (1) of rule 8 of the Cinematograph (Certificate) Rules, 1983, the Central Government hereby directs that the following persons shall cease to be members of the Calcutta Advisory Panel of the Board of Film Certification with effect from 10th April, 1986 :—

1. Dr. Gauri Shankar Bhattacharjee
2. Shri Manindra Roy
3. Shri Tarun Ray
4. Shri Amitabha Chaudhary
5. Shri G. P. Barua

6. Shri Sarat Mishra
7. Smt. Krishna Ghosh
8. Smt. Arati Srimal
9. Shri P. K. Mahapatra
10. Smt. Kajal Chaudhuri
11. Shri Nirmalya Acharya
12. Ms. Sudeshna Chakravarti
13. Shri Amarnath Dey
14. Shri Pratima Misra
15. Shri John Palmer
16. Shri Ranjan Banerjee
17. Shri Bhudeb Shankar
18. Shri Syed Mustafa Siraj
19. Shri Guru Bipin Singh
20. Smt. Usri Ghatak
21. Shri Shyam Sunder Poddar
22. Dr. Biswanath Roy
23. Shri Ramapada Chaudhuri
24. Shri Chittaranjan Ghose
25. Shri Shyamal Gangopadhyay
26. Shri Pradipta Sankar Sen
27. Shri Pratima Mista
28. Shri Raisuddin Faridi
29. Shri Guru Nadia Singh
30. Shri Sunil Gangopadhyay
31. Shri Mihir Sen
32. Shri J. K. Saraf

[File No. 811/1/83-F(C)]

IQBAL KRISHAN, Under Secy.

परिवहन मंत्रालय

रेल विभाग

(रेलवे बोर्ड)

नई दिल्ली, 25 मार्च, 1986

का.आ. 1488:—यह अधोहस्ताक्षरी का यह विचार है कि श्री बी.आर. मोंगा और श्री राम नारायण के संबंध में विभागीय जांच के प्रयोजन से किसी भी प्रत्येक के साक्ष्य/ग्राहक के रूप में बुलाये जाने पर यह आवश्यक है।

अतः अब विभागीय जांच (माधियों को हजरत करना तथा दस्तावेज पेश करना) अधिनियम, 1972 (1972 का 18) की धारा 4 के उप-धारा (1) द्वारा प्रदान शक्तियों का प्रयोग करते हुए, अधोहस्ताक्षरी जिसे रेल मंत्रालय (रेलवे बोर्ड) की 22-11-79 की अधिसूचना सं. ई. (डी एंड ए) 78 आर जी 6-61 में और 8-12-79 के का.आ. सं. 3990 द्वारा प्रकाशित अधिनियम की धारा 4(1) के अध्याधीन शक्तियों का प्रयोग करने के लिए मंजूर प्राधिकारी के रूप में विनिर्दिष्ट किया गया है, एतद्वारा श्री ई.एस. निगाह, अपर कार्यकारी निदेशक, स्था. (भारक्षण) को जांच प्राधिकारी प्राधिकृत करता है जिससे कि वह श्री बी.आर. मोंगा के विरुद्ध की गयी विभागीय जांच के सम्बन्ध में उक्त अधिनियम की धारा 5 में विनिर्दिष्ट शक्तियों का प्रयोग कर सके।

[सं. ई-84-डीएन 2/20/आर.बी. (डी)]

ए.एन. बोच, सचिव, रेलवे बोर्ड

MINISTRY OF TRANSPORT

(Department of Railways)

(Railway Board)

New Delhi, the 25th March, 1986

S.O. 1488.—Whereas the undersigned is of the opinion that for the purpose of the departmental inquiry in relation to Shri B. R. Monga, and Shri Ram Narain, it is necessary to summon as witness/call for any document.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972) the undersigned who has been specified as competent authority to exercise power under section 4(1) of the Act, in Ministry of Railways (Railway Board) Notification No. E(D&A) 78RG6-61 dated 22-11-79 and published by E.O. No. 3990 dated 8-12-79 hereby authorises Shri D. S. Nigah, Addl. Executive Director Estt. (Reservation) as the inquiring authority to exercise the power specified in Section 5 of the said Act in relation to the departmental inquiry being held against Shri B. R. Monga.

[No. E84-DS2/20/RB(D)]

A. N. WANCHOO, Secy. Railway Board

(नागर विमानन विभाग)

नई दिल्ली, 25 मार्च, 1986

का.आ. 1489:—अंतर्राष्ट्रीय विमानपत्तन प्राधिकरण अधिनियम, 1971 (1971 का 43) की धारा 3 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, केंद्रीय सरकार एतद्वारा संगठनात्मक अनुसंधान प्रतिष्ठान, नई दिल्ली के वर्तमान अद्यतनिक निदेशक, श्री एन. के. सिंह को उनके द्वारा पद का कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अनुसूची "क" के रुपये 4500-5000 के वेतनमान में, जो कि उनके लिए वैयक्तिक होगा, भारत अन्तर्राष्ट्रीय विमानपत्तन प्राधिकरण में पूर्ण-कालिक अध्यक्ष नियुक्त करती है।

[संख्या ए.बी. 24020/3/84-एए (एफ-2)]

एस. वैकोबाचार, अपर सचिव

(Department of Civil Aviation)

New Delhi, the 25th March, 1986

S.O. 1489.—In exercise of the powers conferred by sub-section (3) of Section 3 of the International Airports Authority Act, 1971 (43 of 1971), the Central Government hereby appoints Shri N. K. Singh, presently Honorary Director, Foundation for Organisational Research, New Delhi as the whole-time Chairman of the International Airports Authority of India, in the Schedule 'A' scale of Rs. 4500-5000, as personal to him, for a period of three years from the date of assuming charge of the post.

[AV-24020/3/84-AA(F.ID)]

S. VENKOBACHAR, Under Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 25 मार्च, 1986

का.आ. 1490:—स्वामी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने किण्वतार, पुनराधार, वाणिज्य, स्वायत्त, छेड़नी, पुनियान-गुडी, चेकलुवानी, फ्लोरोस तथा पुनियानपुनार टेलेफोन केन्द्रों, तमियनाइ में दिनांक 14-4-1986 से प्रमाणित दूर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-25/86-पीएचबी]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 25th March, 1986

S.O. 1490.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951 as introduced by

S.O. No. 627 dated 8th March 1960, the Director General, Department of Telecommunications, hereby specifies 14-4-86 as the date on which the Measured Rate System will be introduced in Kilakkarai, Pudumadam, Athiyuthu, Ilayangudi, Chettinad, Puliangudi, Chekanurani, Kalligudi and Puthiamputhur Telephone Exchanges, Tamil Nadu Circle.

[No. 5-25/86-PHB]

का.प्र. 1491:—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1961 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने भटकल तथा डंडेली टेलीफोन केंद्रों, कर्नाटक, में दिनांक 14-4-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-22/86-पी एच बी]

S.O. 1491.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1961, as introduced by S.O. No. 627 dated 8th March 1960, the Director General, Department of Telecommunications, hereby specifies 14-4-86 as the date on which the Measured Rate System will be introduced in Bhatkal and Dandeli Telephone Exchanges, Karnataka Circle.

[No. 5-22/86-PHB]

नई दिल्ली, 27 मार्च, 1986

का.प्र. 1493:—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1961 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने पाम्बन तथा वाटरप टेलीफोन केंद्रों, तमिलनाडु, में दिनांक 14-4-86 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-25/86-पीएचबी]

के.पी. शर्मा, सहायक महानिदेशक (विवरण:)

New Delhi, the 27th March, 1986

S.O. 1492.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1961, as introduced by S.O. No. 627 dated 8th March 1960, the Director General, Department of Telecommunications, hereby specifies 14-4-86 as the date on which the Measured Rate System will be introduced in Pamban and Watrap Telephone Exchanges, Tamil Nadu Circle.

[No. 5-25/86-PHB]

K. P. SHARMA, Asstt. Director General (PHB)

श्रम मंत्रालय

नई दिल्ली, 24 मार्च, 1986

का.प्र. 1493:—मैसर्स के.एन.बी. एम्पल लिमिटेड, वास्कर-पूना रोड पिम्परी, पूना-411018 (एन एच 6471) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विये जाने के लिये आवेदन किया है;

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्धान किये बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्वीकृति सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे

कर्मचारियों को उन फायदों में अधिक अन्तर्गत है जो उन्हें कर्मचारी (जिसे महबूब बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुश्रेय है।

अन केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान की गयी का प्रयोग करने हुए श्रीर भारत सरकार के श्रम मन्त्रालय को अधिनियम सन्धान का.प्र. 4090 तारीख 13-11-1982 के अनुमरण में श्रीर हमने उपावृद्ध अनुमोदी में निर्दिष्ट शर्तों के अधीन स्वीकृति हुए, उक्त स्थापन को, 4-12-1985 से तीन वर्ष की अवधि के लिये जिसमें 3-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रावधिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विश्लेषणा भेजना और ऐसे निष्ठा रखाया तथा निर्वाहण के लिये ऐसी सुविधाया प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निर्वाहण प्रभारों का प्रत्येक मास की सभाषित 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, सेवाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उपकी मूल्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम शुरून दर्ज करेगा और उपकी बाधत प्रावधिक प्रीमियम जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बहाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से दृष्टि की जाने की व्यवस्था करेगा जिस में कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों में अधिक अन्तर्गत हों, जो उक्त स्कीम के अधीन अनुश्रेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मूल्य पर इस स्कीम के अधीन सम्बन्ध रकम उठा रकम में कम है जो कर्मचारी की उस दशा में सम्बन्ध होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक थारिम/नाम निर्देशिका को प्रतिकर के रूप में दोनों रकमों के प्रन्तर के पराक्षर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावधिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है वहां, प्रावधिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविषयक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन करने अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पॉलिसी को व्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किये गये किसी अनियमित की दशा में, उन सन्त मदद्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्दाय का उत्तरदायित्व निर्वाहक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित विधिक वारिसों को उक्त राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सन्निहित करेगा।

[संख्या एम.-35014/439/82-पी एफ -2(एस एम -2)]

MINISTRY OF LABOUR

New Delhi, the 29th March, 1986

S.O. 1493.—Whereas Messrs KSB Pumps Limited, Bombay, Poona Road, Pimpri, Poona-411018(MH/6471) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4090 dated the 13-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 4-12-1985 upto and inclusive of the 3-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. 35014/439/82-PF-II(SS-III)]

का.मा. 1494—मैसर्स के.के. भाग (प्राइवेट) लिमिटेड, 6 याक और ग्री ग्रोव रोड, पुना-411001(एम एच 11272) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अगिहाय या प्रीमियम का सन्दाय किये बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सहायक बीमा स्कीम, 1976 (जिसे इसमें इससे पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का घा 741, तारीख 18-12-1982 के अनुमरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन

रहते हुए, उक्त प्राप्ति को 29-1-1986 से तीन वर्ष की अवधि के लिए किया जायेगा और 28-1-1989 से प्रवर्धित है, उक्त स्कीम के सभी प्राप्ति के प्रवर्धन में छूट देनी है।

चरमस्की

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजना और वे भेजना चाहना तथा निरीक्षण के लिये ऐसी सुविधाएँ प्रदान करना जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर गन्नाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के पणायन में, जिसे अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का वंटाय, लेखाओं का प्रस्तुत, निरीक्षण प्रभागों का सन्नाय यदि भी है, होने वाले सभी व्ययों का प्रस्तुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब उसी उपर्युक्त प्रमाणित किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उसकी मुद्रा रूपों का प्रस्तुत, स्थापन के प्रवर्धन पर प्रस्तुत करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम प्रस्तुत करेगा और उसकी लक्ष्य आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को प्रस्तुत करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का संख्या फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्रवर्धन हों, जो उक्त स्कीम के अधीन प्रवर्धन हैं।

7. सामूहिक बीमा स्कीम में किसी बात के लिये हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्त्रय रकम उग रकम के कम है जो कर्मचारी की उस दशा में सन्देश होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों प्राप्ति के अन्तर के प्रवर्धन रकम का सन्नाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े तो संशोधन हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, प्रस्ता अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविधा प्रवर्धन देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रवर्धन हुआ है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह जा सकती है।

10. यदि किसी कारणवश, स्थापन के कर्मचारी बीमा निगम द्वारा प्रस्तुत प्रवर्धन के भीतर प्रीमियम का प्रवर्धन करने में प्रवर्धन रहता है, और पानिनी को व्यवगत हो जाने किता प्राप्ति है तो यह छूट रह जा सकती है।

11. नियोजक द्वारा प्रवर्धन के सम्बन्ध में किसी भी निमित्त व्ययिकन की दशा में, उक्त मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों की जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सम्बन्ध का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य का मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमा निगम की छूट पर नाम निर्देशित/विधिक वारिसों को उस प्रमाण का सन्नाय प्रस्तुत करने और प्रत्येक दशा में हर प्रकार से पूर्ण दान की प्राप्ति के एक भाग का निमित्त सुविधा प्रवर्धन करेगा।

[संख्या एम-35014/293/82-या एक -2(ए ए एस -2)]

S.O. 1494.—Whereas Messrs. K.K. Nag (Private) Limited, 6, Yek and Yeti Apartment, Bind Garden Road, Poona-411001 (M11/11272) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act),

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of the India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 741 dated the 18-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-1-1986 upto and inclusive of the 28-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/293/82-PF.II(SS.II)]

का. प्रा. 1495.-मैसर्स ए.पी. स्टेट एण्डो इन्वस्टीमेंट्स लिमिटेड, एण्डो गवर्न ए.सी. गार्डन, हैदराबाद (ए. पी./3300) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम विभाग की अधिसूचना संख्या का. प्रा. 4258 तारीख 26-11-1982 के अनुसरण में और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 18-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 17-12-1988 भी सम्मिलित, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

1771 GI/85-9

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक नाम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का प्रन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बटन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पत्रपत्र ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाह्य आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्दाय होती जब वहां उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर को बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुपा है अधीन नहीं रह जाते हैं, या उक्त स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यापन हो जाने दिया जाना है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए व्यतिक्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक वशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/260/82-पी. एफ.-2 (एस. एस.-2)]

S.O. 1495.—Whereas Messrs A. P. State Agro Industries Development Corporation Limited, Agro Bhavan, A.C. Guards, Hyderabad, (AP/33003) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4258 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-12-1985 upto and inclusive of the 17-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[S-35014/260/82-PF.II(SS.II)]

का.मा. 1496:—प्रेसस हरिहर ट्रांसपोर्ट कम्पनी, संगम मोटल कम्पनिस (कुमारपरिषद-581123 (हरिहर के निकट) जिला धारवर (के. एन 5448) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है, ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक प्रसूक्त हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का०आ० 925 तारीख 28-12-82 के अनुसार में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 12-2-86 से तीन वर्ष की अवधि के लिए जिसमें 11-2-89 भी सम्मिलित है उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको दाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ते जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिश्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशिनी विधिक वारिसों को उस राशि का सम्यक् तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एच-35014 (472)/82-बी.एफ. 2 एस. एस-2]

S.O. 1496.—Whereas Messrs Harihar Transport Company, Sangam Motel Complex, Kumarapatinam-581123, (Near Harihar) Dhawar District (K.N/5448) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 925 dated the 28-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/472/82-P.F II(SS.II)]

कां० प्र० 1497-—हंसर्ग श्री निर्यातकल्याणी टेक्सटाइल लिमिटेड, तिरुवादासी-623407, रामनव जिला, तमिल नाडू, (टी०एन०/4853) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए धारित किया।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिरक्ष या प्रीमियम का सन्धय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निग्रेग सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभवे हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अन्तर्गत की अधिसूचना संख्या ग.० प्र० 901 तारीख 21-12-1982 के अधिनियम में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन

रहते हुए, उक्त स्थापन को, 12-2-1986 से तीन वर्ष की अवधि के लिए जिनमें 11-2-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रवेशिक भविष्य निधि आयुक्त, तमिल नाडू को ऐसी विवरणियां भेजेंगी और ऐसे लेखा रद्देना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्धय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का सन्धय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए। जब उस संशोधन की प्रति तथा कर्मचारियों का बहुसंख्य की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी वांछित आवश्यकता प्रीमियम भारतीय जीवन बीमा निगम को सन्धय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभवे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धय होती जब वह उस स्कीम के अधीन होता है, तो नियोजक कर्मचारी के विधिक कारिसूनाम निर्दिष्टी को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का तावक हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का दृष्टियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, यह इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धय करने में अग्रसर रहता है, और पाविसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक्रम का दाय में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों का उस राशि का सन्दाय सत्परता से और छूट दाय में हर प्रकार से पूर्ण दावे की प्रकृति के एक मास के भीतर सुनिश्चित होगा।

[11 मार्च-35014/454/82-पी.एफ. -2/एस०एस० -2]

S.O. 1497.—Whereas Messrs Sree Nithyakalyani Textiles Limited, Tiruvadanai-623407, Ramnad District, Tamil Nadu (TN/4853) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 901 dated the 21-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/454/82-PF. II(SS.II)]

क्र.सं. 1498. —इसमें प्रस्तावित हजीनियारिंग कॉर्पोरेशन लिमिटेड, सेक्शन-7, टी. एन/7460-ए (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के तहतारी किसी पूर्वतः अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे है वे ऐसे तहतारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप तहतारी स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रयोग प्रदान हैं;

आतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करने हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 1341 तारीख 11-2-1983 के अनुपपण में और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 26-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 25-2-1989 को समाप्तित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त तहतारी के ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक नैन निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (अ) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का भत्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी जरूरत संशोधन किया जाए, उन उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरन्त दर्ज करेगा और उसकी भागत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक प्रचल हों, जो उक्त स्कीम के अधीन प्रत्येक हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम में कम जो कर्मचारी को उस वक्त में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्धारितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रामुक्त तमिल नाडु के पूर्ण प्रन्मोदन के बिना नहीं किया जाएगा, और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि प्रामुक्त अपना प्रन्मोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकृत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना एक ही अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पानिती का व्ययण हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी ध्वंसिकता को तथा में, उन मृत्यु सन्दायों के नामनिर्दिष्टियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कार्यों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कादर नाम निर्धारित/विधिक वारिसों को उन राशि का सन्दाय उत्तरदाय से और प्रत्येक दशा में हर पक्ष में पूर्ण तब की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं एल-350134/77/82 बी. एक. 2 (सं. एल-2)]

S.O. 1498.—Whereas Messrs. Anna Engineering Corporation Limited, Salem-7 (TN/7460-A), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1341 dated the 11-2-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 26-2-1986 upto and inclusive of the 25-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the

interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/477/82-PF. II(SS. II)]

का.प्र. 1499:—समय एमोप्लिगेशन प्राक स्टेट रोड टास्पीट डायरेक्टिंग, 811, प्रशोप: ग्रस्टेट, 24 बाराखम्बा रोड नई दिल्ली-110001 (ई.एन/3825) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी दूधक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधेय सहज बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3385 तारीख 30-8-1982 के अनुसरण में और इससे उपायधन अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 25-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 24-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त देहली का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों पर उक्त नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरजत दर्ज करेगा और उसकी वास्तविक आयस्वय प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अन्तर्गत कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने का व्यवस्था करेगा जिस में कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उक्त स्कीम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक धारि/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित परतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक धारिओं को जो यदि यह, छूट न बी गई होती तो उक्त स्कीम के अन्तर्गत होते, बी मा फायदों के सन्दाय या उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित विधिक धारिओं को उक्त राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण शर्तों की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/72/82-पी एफ-2 (एग.एन-2)]

S.O. 1499.—Whereas, Messrs Association of State Road Transport Undertakings, 811, Ashoka Estate, 24 Barakhamba Road, New Delhi-110001 (DL/3825), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3385 dated the 30-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 25-9-1985 upto and inclusive of the 24-9-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of

the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/72/82-PF. II(SS. II)]

का.घा. 1500—मैसर्स आरियण्टल पावर केबल्स लि., केबल्स नगर कोटा (राजस्थान) द्वारा जे./1227 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का समुदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात्, उक्त स्कीम कहा गया है) के अधीन अनुभूति हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम संज्ञासूचक की अधिसूचना संख्या का.घा. 413 तारीख 11-12-1982 के अनुसरण में, और इससे उपबन्ध अनुसूची में निम्नलिखित शर्तों के अधीन रहते हुए, उक्त स्थापन को, 15-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 14-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रावक्त राजस्थान की ऐसी विवरणिका भेजेगा और ऐसे नेता रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक नाम की समिति के 15 दिन के भीतर समुदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि या या उसत अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी भावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने को व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसूच्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशियों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे बिना रॉति से कम हो जाते हैं, तो यह छूट रह जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों की जो यदि यह, छूट म दी गई होनी तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उक्त राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एल-35014/413/82-पी.एफ. -2(एल.एस.-2)]

S.O. 1500.—Whereas Messrs. Oriental Power Cables Limited, Cable Nagar, Kota (Rajasthan) (RJ/1227), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 413 dated the 11-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for further period of three years with effect from 15-1-1986 unto and inclusive of the 14-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language or the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of

the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/413/82-PF. II(SS. II)]

का० प्रा० 1501:—मैसर्स इण्डियन इन्स एन्ड फारम्युलैटिक्स लिमिटेड, बालानगर टाउन शिप, ईदराबाद (ए० पी/3107) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष महबूद बीमा स्कीम, 1976) (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० प्रा० 46 तारीख 9-12-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 31-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्राप्त कान्धा प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्धान करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (उक) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मुख्यालय पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संतत करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदों उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब पर उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो बहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी की व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकरण की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का संदाय तत्पश्चात् से और प्रत्येक दशा में हुर प्रकार में पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/419/82-पी० एफ०-2/एस० एस०-2]

S.O. 1501.—Whereas Messrs. Indian Drugs and Pharmaceuticals Limited, Bulanagar Township, Hyderabad (AP) 57), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 46 dated the 9-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for further period of three years with effect from 1-1-1986 upto and inclusive of the 31-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the

interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

10. Where, for any reason, the employer fails to pay the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/419/82-PF. II(SS. II)]

कां० प्रा० 1502:—मैसर्स सतारा जिंका सैन्ट्रल को-ऑपरेटिव बैंक लिमिटेड पोद्दईलाका, रविवार पेट, सतारा (एम० एच० 6900) (जिसे इसमें इसका पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसका पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अविवास या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम के सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों की उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसका पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या कां० प्रा० 405 तारीख 10-12-1982 के अनुसरण में और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 15-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 14-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आगस्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3-क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अन्तरण, निरीक्षण प्रभारा संचाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, एवं उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजक किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित रखेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्तुष्ट करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुभूत हों, तो उक्त स्कीम के अधीन अनुभूत हों।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि कितने कर्मचारियों का मृत्यु पर उस स्कीम के अन्तर्गत सम्बन्धित रकम उक्त स्कीम से कम हो या कर्मचारियों का उस दशा में सदस्य होता जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारियों के विधिक वारिस/नाम निर्धारित का प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संशय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ कितने संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक अवसर देगा।

9. यदि कितने कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रह का आ सकता है।

10. यदि कितने कारणवश नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारख के भीतर प्रीमियम का संचाय करने में असमर्थ रहता है अथवा पैसे की व्यवस्था हो जाने दिशा जाता है तो छूट रह का आ सकता है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए कितने व्यक्तिकर का दशा में उन सभी सदस्यों के साथ निर्धारित या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. उन स्कीम के अधीन जाने वाले कितने सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम वांछित राशि के दृष्टिकोण नाम निर्धारित/विधिक वारिसों को उन राशि का संचाय तत्परता में और प्रत्येक दशा में हर प्रकार में पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/407/82-की एक-2/एम एस-2]

S.O. 1502.—Whereas Messrs the Satara District General Co-operative Bank Limited, Powai Naka, Post Box No. 6, Ratnwar Peth, Satara (MH/6900) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government, is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 405 dated the 10-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 15-1-1986 upto and inclusive of the 14-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/407/82-PF-II (SS-ID)]

का. आ. 1503:—मैसर्स एम. जी. साहनी एन्ट कम्पनी (पेहली) प्राइवेट लि., 34-बी, कनाट प्लेस, नई दिल्ली-110001 (डी. एल/741) (जिसे इस इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निरोध सहज बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

घट: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3131 तारीख 17-8-82 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 4-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 3-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त दिल्ली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए,

जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम में सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदस्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्धारिता को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यागृत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्धारिता/विधिक वारिसों को उस राशि का सन्दाय तत्पश्चात् और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/166/82-पी. एफ.-2/एस. एस.-2]

S.O. 1503.—Whereas Messrs M. G. Shahani and Company (Delhi) Private Limited, 34-B, Connaught Place, New Delhi-110001 (DL/741) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government, is satisfied that the employees of the said establishment are, without making

any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3131 dated the 17-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 4-9-1985 upto and inclusive of the 3-9-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/166/82-PF.II (SS-II)]

का. आ. 1504--मैसर्स कावेरी ग्रामीण बैंक, नं. 314 बिबान रोड मैसूर-570001 (के. एन./7300) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी कल्याण निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्जेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार (के श्रम मंत्रालय का अधिसूचना संख्या का. आ. 401 तारीख 10-12-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 15-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 14-1-1989 भी सम्मिलित है उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सन्बन्ध में नियोजक प्रादेशिक कल्याण निधि आयुक्त, कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अन्तर्गत प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी श्रवण आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन भूत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशिती/विधिवक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/428/82-पी. एफ. 2/एस. एस.-2]

S.O. 1504.—Whereas Messrs Cauvery Gramina Bank, No. 314, Dewan's Road, Mysore-570001 (KN/7300) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government, is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more

favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 401 dated the 10-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for further period of three years with effect from 15-1-1986 upto and inclusive of the 14-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme

but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/428/82-PF.II (SS-II)]

नई दिल्ली, 25 मार्च, 1986

का.सा.1505.—मैसर्स आई.ई.एल. लिमिटेड पहले फाइबर से (उद्योजन (पहले मैसर्स कैमिकल एंड फाइबरस प्राइवेट लि.) तिरुवनंतपुरम, कालवे बेलपुर रोड, कोपराखिरण, थाना-400601 महाराष्ट्र (एम.एच/7920) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किंवा पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम के सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निरक्षेप महबूद बीमा स्कीम, 1976) (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.सा. 2955 तारीख 4-8-1982 के अनुसरण में और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 21-8-1985 से तीन वर्ष की अवधि के लिए जिसमें 20-8-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्राप्य, महाराष्ट्र की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरोक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, निकाशों का प्रवर्णन, निरोक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मृदुल बातों का अनुवाद स्थापन के सूचना-बोर्ड पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का

पहल हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरत दर्ज करेगा और उसको बाधत प्राथमिक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि को जान की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उन रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/मान निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्राप्य महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो रही, प्रादेशिक भविष्य निधि प्राप्य, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रस्तुत करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह छूट रद्द हो जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययत हो जाने दिया जाता है तो छूट रद्द हो जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कानूनों के संशोधन का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे का प्रतिष्ठा के एक मास के भीतर सुनिश्चित/करेगा।

[संख्या एम-35014/206/82-पी.एफ.-2/एम.एस.-2]

New Delhi, the 25th March, 1986

S.O. 1505.—Whereas Messrs IEL Limited, Ex. Fibres Division, (Formerly M/s. Chemicals and Fibres of India Limited) Terone Works, Kalwe Belapur Road, at Kopar Khairane, Thane-400601 Maharashtra (MH/7920) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government, is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2955 dated the 4-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 21-8-1985 upto and inclusive of the 28-8-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

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11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/206]82-PF. II(SS-II)]

का.आ1506.--मैसर्स आन्ध्रा प्रभा (प्राइवेट) लिमिटेड, पोस्ट बाक्स नं. 509, पुर्नन्वापेट विजयवाड़ा-520016 कृष्णा जिला (आन्ध्र प्रदेश) (ए.पी./1274) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आमुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभावित में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन के भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया गया है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जितने कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्रत्यक्ष हो जो उक्त स्कीम के अधीन प्रत्यक्ष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो, यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यवगत हो जाने बिना जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/119/86-एस.एस.-2]

S.O. 1506.—Whereas Messrs Andhra Prabha (Private) Limited, Post Box No. 509, Poornandapet, Vijaywada-520016, Krishna Distt. (Andhra Pradesh) (AP/1274) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government, is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/119/86-SS-II]

नई दिल्ली, 27 मार्च, 1986

का. प्रा. 1507.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अप्रैल, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“कामराजार जिले में श्रीविल्लिपुथूर तालुक में वडाकु श्रीविल्लिपुथूर, अट्टिकुलम, सेनगुलम, पिल्लायारनट्टम, मल्ली, मुल्लिकुलम, सिंगमालपुरम, रवेन्द्री, पुवानी, मुटुवेंकटरायपुरम, अचचंगुलम, नालिंगापेरी, पादिककासु वैट्टेनपट्टी ममसापुरम (मुहम्मद साहिबपुरम), वेकटेश्वरपुरम के राजस्व ग्राम तथा श्रीविल्लिपुथूर म्यूनिसिपल सीमाओं के अन्तर्गत आने वाले क्षेत्र।”

[नं. एस. 38013/12/86-एस. एस.-1]

New Delhi, the 27th March, 1986

S.O. 1507.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:—

“area comprising the Srivilliputhur Municipal Limits and revenue villages of Vadakku Srivilliputhur, Attikkulam, Seneulam, Pillaiyarnattam, Malli, Mullikkulam, Singammalpuram, Dayvendri, Puvani, Mutuvenkatarayapuram, Achchangulam Nallingapperi, Padikkasu Vaittenpatti, Mamsapuram (Muhammed Sahibpuram), Venkateswarapuram in Srivilliputhur Taluk in Kamraj District.”

[No. S-38013/12/86-SS. I]

का. प्रा. 1508.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अप्रैल, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उड़ीसा राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“सुन्दरगढ़ जिले में राजगुणपुर तहसील तथा पुलिस थाने में मानडिया कुडार राजस्व ग्राम के अन्तर्गत आने वाला क्षेत्र।”

[संख्या एस. 38013/13/86-एस. एस.-1]

S.O. 1508.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Orissa namely:—

“The area comprised of the revenue village of Mandia Kudar under the Tehsil and Police Station of Rajagunapur in the district of Sundargarh.”

[No. S-38013/13/86-SS. I]

का. प्रा. 1509.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अप्रैल, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“चित्तूर जिले के मदनपल्ली राजस्व मण्डल, के मदनपल्ली राजस्व ग्राम में मदनपल्ली प्रोद्योगिकी सम्पदा और मदनपल्ली कस्बे की म्यूनिसिपल सीमाओं के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस. 38013/11/86-एस. एस.-1]

S.O. 1509.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

“The area within the Municipal Limits of Madanapalli town and the Industrial Estate Madanapalli under Madanapalli revenue village in Madanapalli revenue Mandal of Chittoor District.”

[No. S-38013/11/86-SS. I]

का. प्रा. 1510.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अप्रैल, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“पश्चिम गोदावरी जिले में पेदापादु राजस्व मण्डल के पेदापदु के राजस्व ग्राम के अन्तर्गत आने वाला क्षेत्र।”

[संख्या एस.-38013/10/86-एस. एस.-1]

S.O. 1510.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

“The area within the revenue village of Vatlu of Pedapadu revenue Mandal in West Godavari District.”

[No. S-38013/10/86-SS. I]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 31 मार्च, 1986

का.आ. 1511.—मैसर्स फ्रेंड्स रबर इन्डस्ट्रीज प्रा. लि., बस्ती बाबा खेल, कपूरथला रोड, जालन्धर-144021 (पी.एन./2513) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 19) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (8क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियाँ भेजेगा और ऐंज लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समान समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रधारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधियों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाह, लेखाधियों का अन्तरण, निरीक्षण प्रधारों संवाह आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जावे, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दायत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम

के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिस नाम निर्देशित की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाह करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो, यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम निवृत्त करे, प्रीमियम का संदाह करने में असफल रहता है और पॉलिसी को अयोग्य हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाह में किये गये किसी अतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक बारिसों को जो यदि वह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संवत् में नियोजक इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक बारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/137/86-एस.एस.-2]

New Delhi, the 31st March, 1986

S.O. 1511.—Whereas Messrs Friends Rubber Industries Private Limited, Basti Baba Khel, Kapurthala Road, Jalandhar-144021 (PN/2513) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(137)/86-SS-II]

का.प्र. 1512:—मैक्स प्रोक्लकोर्ड यूनिवर्सिटी प्रेस, प्रोक्लकोर्ड हाउस प्रोपोसो बन्दर, पोस्ट बालक नं. 310 बम्बई-400039 और इसकी कलकत्ता, बम्बई और देहली स्थित शाखाएं सहित (एम.एच./3972)

(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिधाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा- (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्राक्कृत महाराष्ट्र का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत, निरीक्षण प्रसारों संदाय प्रादि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुपक्षीय की भाषा में उनसे मुख्य बातों का प्रस्ताव स्थापन के भूतना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्वयं में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ कि मंगराज से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुमितयुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिस स्थापन पड़ने अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो, यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में असफल रहता है और पॉलिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विशिष्ट वारिसों को जो यदि यह छूट न हो गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदा के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन वाले किसी सदस्य की मृत्यु होने पर उसके हक्कावर नाम निर्देशितियों/विशेष वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(138)/86-एस. एस.-2]

S.O. 1512.—Whereas Messrs Oxford University Press, Oxford House Apollo Bunder, Post Box No. 31, Bombay-400039 and its branches in Calcutta, Madras and Delhi (MHI/3972) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay maintain such accounts and provided such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premium transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(138)/86-SS-II]

का.घा. 1513—केन्द्रीय सरकार, भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (4) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii), तारीख 6 जुलाई, 1985 को प्रकाशित, भारत सरकार के श्रम मंत्रालय की अधिनियम संख्या का.घा. 3113, 10 जून, 1985 द्वारा, उक्त अधिनियम की धारा 17 की उपधारा (2क) के अधीन मैसर्स सीतालक्ष्मी मिक्स लिमिटेड, मयुराई (टी.एन./2298) को प्रदान की गई छूट को तत्काल रद्द करती है।

(संख्या एस-35014/145/86-एस. एस.-4)

S.O. 1513.—In exercise of the powers conferred by clause (c) of sub-section (4) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds with immed-

date effect the exemption granted to M/s. Sitalakshmi Mills Limited, Madurai, (TN/2298) under sub-section (2A) of section 17 of the said Act by the notification of the Government of India in the Ministry of Labour No. S.O. 3113 dated the 10th June, 1985, which was published in the Gazette of India, Part II, Section 3, sub-section (ii) dated 6th July, 1985.

[No. S-35014/145/85-SS-IV]

नई दिल्ली, 1 अप्रैल, 1986

का.भा. 1514:—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और कीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (4) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खण्ड 3(ii) में तारीख 27 अगस्त, 1983 को प्रकाशित भारत सरकार के तत्कालीन श्रम और पुनर्वासि मंत्रालय (श्रम विभाग) की अधिसूचना संख्या का.भा. 3399, तारीख 30 जुलाई, 1983 द्वारा, उक्त अधिनियम की धारा 17 की उपधारा (2क) के अधीन समय-समय पर हॉल्डिंग्स को-ऑपरेटिव सोसायटी लिमिटेड, पानघामा, खण्डवा जिला मध्य प्रदेश (एम.पी./3436) को वी गई छूट को तत्काल रद्द करती है।

[संख्या एम-35014/107/83-पी.एफ.-2]

New Delhi, the 1st April, 1986

S.O. 1514.—In exercise of the powers conferred by clause (c) of sub-section (4) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds with immediate effect the exemption granted to M/s. Rural Electricity Cooperative Society Limited Pandhana, Khandwa district, Madhya Pradesh (MP/3436) under sub-section (2A) of Section 17 of the said Act by the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour) No. S.O. 3399 dated the 30th July, 1983, which was published in the Gazette of India, Part II, section 3, sub-section (ii), dated the 27th August, 1983.

[No. S-35014/107/83-PF-II]

नई दिल्ली, 2 अप्रैल, 1986

सुवि-पत्र

का.भा. 1515:—भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii), दिनांक 2 नवम्बर, 1985 में प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.भा. 5135, दिनांक 18 अक्टूबर, 1985 की चौथी और पांचवीं पंक्तियों में "बोपाल और इसकी शाखाएँ" के स्थान पर "इसकी शाखा एक, जिसकी कि कोड नम्बर एम.पी./1650 अर्थात् को-ऑपरेटिव स्पिनिंग मिल्स लिमिटेड, बुधनपुर में संबंधित पढ़ें।"

[संख्या एस-35014/71/83-पीएफ-2 (एम एस-2)]

New Delhi, the 2nd April, 1986

CORRIGENDUM

S.O. 1515.—In the notification of the Government of India in the Ministry of Labour No. S.O. 5135, dated the 16th October, 1985 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 2nd November, 1985, in line 7 for "Bhopal and its branches" read "relating to its branch unit with Code No. MP/1650 viz. Cooperative Spinning Mills Limited, Burhanpur".

[No. S-35014/71/83-PF-II (SS-II)]

का. भा. 1516:—समस्त कमिन्स रीजल सेल्स एण्ड सर्विस (इंडिया) लिमिटेड, सर्वे. नं. 35/ए/1/3 इरिखाला, पूना-410038 (एम. एच./7318) (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और कीर्ण उप-

बन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किर्मा पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. भा. 896 तारीख 18-12-1982 के अनुसरण से और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापना को, 12-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 11-2-89 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापना के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसार, संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद, स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापना में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको वास्तविक प्रीमियम भारतीय जीवन बीमा निक्षेप की संदत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप में वृद्धि को जाने को आवश्यक करेगा कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी का मृत्यु पर डा स्कीम के अधीन संदेय रकम उन रकम से कम है जो कर्मचारी की उन दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर निश्चित करेगा।

[सं. ए. 35014/306/82-जी.एफ.-2/एम.एस.-2]

ए. के. भट्टारार्थ, अवसर सचिव

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 896 dated the 18-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

S.O. 1516.—Whereas Messrs Commins Diesel Sales and Service (India) Limited, Survey No. 35/A/1/3, Frandawana, Poona-411038 (MH/7318) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. 35014/306/82-PF-II(SS-II)]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 25 मार्च, 1987

का. भा. 1517:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक, लखनऊ, के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मियों के बीच, प्रबंधन में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर, के पंचत को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-1986 को प्राप्त हुआ था।

New Delhi, the 25th March, 1986

S.O. 1517.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India, Lucknow and their workmen, which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT KANPUR

Industrial Dispute No. 223 of 1985

In the matter of dispute

BETWEEN

Shri Bindra Prasad S/o Shri Ram Nath Vill, Krishni Ka Purwa, Post Salkhandpur, Head Post Office Kurebhar District Sultanpur, Uttar Pradesh

AND

The Regional Manager, Regional Office State Bank of India, Local Head Office Lucknow,

Shri V N Sekhari representative for the workman

Shri Mahesh Chandra for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/184/[84-D. II(A)] dt. 14th January, 1985, has referred the following dispute for adjudication to this Tribunal

Whether the action of the management of State Bank of India, Region-II, Lucknow in terminating the services of Shri Bindra Prasad, Temporary Messenger at their Sultanpur Branch with effect from 4-6-83 is justified? If not, to what relief is the workman concerned entitled?

2. It is common ground that the workman was engaged as temporary messenger by the management bank but according to the management his services were terminated on 31-3-80 after completing 153 days, whereas according to the workman in first span his services were terminated on 1-3-80 and with a break of about one month he was again appointed as messenger from 1-4-80 to 4-6-83. The management has denied that the workman worked in the bank from 1-4-80 to 4-6-83 as he was working in the clearing house and canteen which are not part of the said bank. According to the management clearing house is an independent and mutual establishment among the local bankers. It is averred on behalf of the workman that termination on

4-6-83 was by management bank without notice hence illegal, moreover termination violated the provision of section 25-F and G of the I D Act. The workman has also taken plea that the termination was discrimination and violation of articles 14 and 16 of the Constitution.

3. In the rejoinder the workman has admitted for having worked for 154 days during period 3-10-79 to 31-3-80. It is averred that from 1-4-80 to 4-6-80 the workman was kept on daily wages and he was paid Rs. 100 for water boy and Rs. 150 for canteen boy and that besides canteen boy he also worked as messenger and performed duties of peon-cum-water boy in the clearing house as well as in the bank, regarding clearing house it is averred in the rejoinder that it is a regular department and job of the said bank and staff connected with the same was regular staff of the bank, the of the clearing house was there. It is not disputed that the clearing house was located in the management's branch premises itself to which only one peon is attached and one official works there, he may be clerk or supervisory officer who is permanent concern of the State Bank of India. It is also not disputed that the wages of peon or the SBI staff working there is recovered in part from the member banks of the clearing house. It is further not disputed that clearing house is statutory function of the general manager which may be performed by SBI acting as Agent of Reserve Bank of India, under Reserve Bank of India Act 1934. Under section 58 of the said act it is laid down that the central board with the previous sanction of the central government make regulations consistent with the act to provide for all matters for which provision is necessary or convenient for the purpose of giving effect to the provisions of this act. One of which is given in para 2(P) of the said section the regulation of clearing houses for the schedule banks. Section 45 lays down that unless otherwise directed by the central government with reference to any place, the bank shall appoint the state bank as its sole agent at all places in India where it does not have an office or branch of the banking department or there is a branch of the state bank of a branch of a subsidiary bank.

4. From the above section it is clear that clearing house is a separate entity of creature of Reserve Bank of India and when S B I performs duties function say only as agent of RBI. Thus the employment of the workman in the clearing house from 1-4-80 to 4-6-83 in any capacity whatsoever will not be an employment in the banking industry of the management i.e. SBI. As regards workman's working in the management bank from 3-10-79 to 31-3-80 for 153 days or 154 days is not disputed. It is further not disputed that the workman was paid only daily rate wages and was working as temporary messenger, the workman could not acquire the status of permanent workman unless it is shown that there was a permanent vacancy on which he was appointed to work and thereby completed 90 days of work utmost it can be said that he was engaged for temporary increase of work which was of a permanent nature in all eventuality he will remain in temporary employment. The management should have while terminating the workman on 31-3-80 given him 14 days notice as required under para 522(4) of the Sastri Award. That word has the effect of standing order in view of the provision of chapter 31 particularly in view of para 561. Thus the termination of the workman without giving him 14 days notice of termination 31-3-80 or notice pay was illegal, the effect would be entitled to be reinstated in service with full back wages subject to adjustment of pay and emoluments he has drawn from 1-4-80 to 4-6-83 while working in the clearing house.

5. There is yet another ground that juniors were retained in service namely Bhaiya Ram while workman was terminated on 31-3-80 as proved in para 8 of the workman's affidavit. The management witness has expressed his inability if Bhaiya Ram was junior to workman and was continued after the termination of the workman. In this way there has been violation of provision of section 25G of the ID Act.

6. In these circumstances the termination of the services of the workman prior to 4-6-83 i.e. from 31-3-80 from the management bank was illegal. The termination of workman from 4-6-83 was not from the management bank but from the clearing house which is creature of Reserve Bank of India, may have been justified, as RBI is not a party.

7. As a result of the above findings, the workman is entitled to reinstatement w.e.f. 31-3-80, subject to adjustment of emoluments he has drawn from the clearing house till 4-6-83.

8. I, therefore, give my award accordingly.

11-3-86

[No. L-12012/184/84-D. II(A)]

R. B. SRIVASTAVA, Presiding Officer.

का.अ. 1518:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के प्रवचन में केन्द्रीय सरकार, भारतीय स्टेट बैंक प्रा.प्रा. के प्रबंधन से सम्बन्धित विवादों और उनके कर्मचारियों के बीच, प्रवचन में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकृति करती है, जो केन्द्रीय सरकार को 19-3-1986 को प्राप्त हुआ था।

S.O. 1518.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India, Agra and their workmen, which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

I.D. No. 205/83

In the matter of dispute

BETWEEN

Shri Dayal Singh C/o Shri V. K. Gupta 3/363 Namnair
Agra.

AND

The Regional Manager I, Regional Office, Laurica Hotel,
Agra.

PRESENT :

Shri V. K. Gupta—for the workman.

Shri P. K. Kulshreshtha—for the management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/251/82-D-II(A) dt. 28-6-83 has referred the following dispute for adjudication to this Tribunal;

Whether the action of the management of State Bank of India, in relation to its Kirawali Branch under control of Regional Manager, Agra in not absorbing Shri Dayal Singh, Sub Staff in the bank's service and terminating his services with effect from 14-6-1982 is justified? If not, to what relief is the workman concerned entitled?

2. The case set out on behalf of the workman is that he was appointed as guard in regular and permanent vacancy during the period 14-5-80 to 14-6-82 when his services were terminated verbally without any reason. It is admitted that the workman was engaged between this period for 254 days in a span of two years and one month. According to the management he was engaged on daily casual basis in leave vacancy. The workman has admitted in cross examination that he used to perform his duties only on the day or days when required by the branch manager and also that he was paid wages only for the number of days he actually worked. According to the workman he joined the management bank as guard against a regular and permanent vacancy created after retirement of permanent guard on 14-5-80. He has further averred that the management appointed one Sukhjeet Singh and Dhani Ram on the same vacancy. From joint inspection report it is evident that the workman Dayal Singh was appointed temporarily w.e.f. 14-5-80, in place of Shri Geetaram who

worked upto to 12-5-80 and that he worked upto 14-6-82 and after workman's Shri P. Singh and Shri Bhim Singh were appointed by the management bank. It is further evident from the joint inspection report that there were two temporary guard Shri Sukhjeet Singh and Dhani Ram engaged during period 1981 till 1982 alongwith Sri Dayal Singh. It is also clear from the joint inspection report that the letter dt. 11-5-82 of branch manager Kirawali it appears that Dayal Singh was terminated from service on 14-6-82 and no appointment and termination letter was issued to him and he was paid bonus for the year 1981-82. It is further clear that no service book for him was maintained however, it is admitted that Dhani Ram permanent guard was appointed after termination of Shri Sukhjeet Singh and Khem Chandra and Rajendra Kumar.

3. The counsel for the management has argued that chapter XVI of the Desai award including item No. 14 deals with the categories of workman to whom the award of the Tribunal should be applicable. In this chapter in para 16.9 it has been argued that no person who are casual employee or who are employed to do job work which excluded from the operation of the award. It is true as admitted by the management that the Sastri Award is still applicable to the bank employees subject to modification, if any by Desai Award. Para 508 of the Sastri award classifies the bank employees in four categories namely, (i) permanent employees, (ii) probationers, (iii) temporary employees and (iv) part time employees, the position of casual employees was simply classified in Desai Award who are to be accepted and who were neither excluded in para 508 of the Sastri Award nor were excluded subsequently in bipartite settlement 65, Para 20.4 and 20.7 given in chapter 20 of the same.

4. Casual employees as the name denotes is a person engaged for casual nature of work i.e. work not recurring in regular course of business. The dictionary meaning of work CASUAL is happening by chance. This signifies that person not employed in the banking industries where work of regular nature is performed would be casual employees or workman, this may be for white washing of building repairs or bringing water from tap or well or removing stationary bundles from one place to another, but if the workman employed in the banking industry to perform duties similar to sub staff or clerical staff they will be designated as temporary employees.

5. It is common ground that in the instant case workman was employed may be temporarily for few days or months but was employed as guard which is a work of regular nature in the banking industry even if he was employed in the leave vacancy caused by some one his appointment would be temporary and not casual. When once the workman became a temporary employee then provision of Sastri Award and Bipartite Settlement as well as Industrial Dispute Act will apply for instance even for temporary employees there should be a register of temporary employees showing their seniority. Further even they are entitled for appointment letter and termination letter. Such employees are entitled to the principles of last come first go as given in para 507 of the Sastri Award and incorporated in section 25G of the ID Act. It is laid down in Sastri Award that for such temporary employees town will be taken as unit. Here in the instant case it emerges from the joint inspection report that persons were employed as temporary guard even after termination of the concerned workman.

6. In these circumstances he should have been given 14 days notice or notice pay as required under para 522(4) of the Sastri Award. From the evidence on record it appears that the workman did not work for 240 days in any span of one year so he may not be entitled to retrenchment compensation as required under section 25-F but he will be entitled to notice pay and termination would be void on that counts and also his claim for reappointment was ignored while appointing others and thus violating the provisions of Section 25H of the I.D. Act. In H.D. Singh Versus Reserve Bank of India, 1985 Lab IC page 1733 wherein it was observed thus;

that the workman offered work on rotation basis and characterising them as Maidoor as badli workers amounts to unfair labour practice.

In the instant case management examined Shri V. K. Prushp Regional Manager-I, State Bank of India, who states in cross

examination that the workman was a badli guard in leave arrangement. Management has not made any document available as documentary evidence to show at whose place workman was appointed as badli guard. He admits that as per report no appointment letter or termination letter was given and verbal termination must have been made by branch manager as workman did not turn up after 14-6-82, voluntarily can not be ruled out. He admits that as per averments of para 4 of the affidavit the service of the workman were terminated as no more required, admittedly no notice appears to have been given as per record, he has further admitted that relief arrangement guards were appointed after termination of the workman. He however admitted that as the branch in question was a currency chest branch, four guards are required round the clock, he has admitted that he is not maintaining any list of temporary employees.

7. The workman in cross examination has deposed that when he was appointed by the branch manager, there were 3 permanent guard out of whom one was going to retired from service. He reiterated again that the third man had retired and he was appointed at his place, at that time there was no temporary guard.

8. The management has taken the plea that workman was a casual badli guard, but from the joint inspection report it appears that he was paid bonus for the year 81-82, this would not have been possible had he not been treated as temporary employee of the bank. The representative for the workman has drawn my attention to the ruling M/s. Hindustan Lever Versus Their Workmen 1974 SC Cases L&S page 47 wherein it was observed thus;

that a post which is likely to continue for a indefinite period is a permanent post.

9. Further in the case of Suresh Narker Versus Food Corporation of India, 1984 Lab IC page 267 it was held thus;

workman engaged for work of permanent nature are not casual workman and after completion of 240 days in 12 consecutive months he would be entitled to be confirmed in service.

10. The management has also violated the provisions as mentioned in rule 77 of the I.D. rules Central as held in the Case Shri Gaffar Versus Union Of India.

11. Thus in any view of the matter the workman having acquired temporary status for working 234 days from June 1980 to June 1982 was entitled to notice, notice pay and re-employment and for violation of above provisions i.e., 522(4) of Sastri Award rule 77 of the ID Rules, Central 25-G of the ID Act as well as 25-H of the Act, the workman is entitled to be reinstated in service with full back wages as the termination of the workman was illegal and void abinitio on the above counts.

12. I, therefore, hold that the action of the management of SBI in relation to its Kirawali branch under control of Regional Manager, I Agra in terminating the service of workman is not justified w.e.f. 14-6-82. As regards permanent absorption of the workman, workman can not be employed permanently unless it is specifically proved that the post on which workman was engaged was a permanent post and this has not been proved in the instant case, hence he can not be absorbed permanently. The result is that the workman is entitled to be reinstated in service with full back wages w.e.f. 14-6-82.

13. I, therefore, give my award accordingly.

Dt. 13-3-86.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012(257)(82-D.II(A))]

का.मा. 1519:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, भारतीय स्टेट बैंक, अग्रा, के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-1988 को प्राप्त हुआ था।

S.O. 1519.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India, Agra and their workmen, which was received by the Central Government on the 20-3-86.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT KANPUR

Industrial Dispute No. 216 of 1983

In the matter of dispute

BETWEEN

Shri Brijendra Singh C/o Shri V. K. Gupta, 3/363
Namneir Agra.

AND

The Regional Manager, Region-I, State Bank of India,
Regional Office, Hotel Lauries, Agra.

APPEARANCES :

Shri V. K. Gupta—for the workman.

Shri P. K. Gupta—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/211/82-D. II(A) dt. 28th June, 1983, has referred the following dispute for adjudication to this Tribunal ;

Whether the action of the Management of State Bank Of India, Region-I Agra in relation to its City Branch, in terminating the service of Shri Brijendra Singh, sub staff w.e.f. 26-6-82 is just ified ? If not, to what relief is the workman concerned entitled?

2. The case of the workman is that he joined the management bank as guard in regular and permanent vacancy on 24th September, 1980 and worked continuously till 29-6-82, and he was terminated without notice or notice pay or retrenchment compensation. That he was not allowed to complete 240 days and other persons were employed during the intervening period. This happened as a result of mala-fide intention of the management to deprive the workman of permanent absorption. It has further been averred that the management did not follow the provisions of last come first go and appointed number of new hands after the termination of the workman thus provisions of section 25G and H of the ID Act were contravened and further the management contravened provisions of astiti award namely para 493, 495, 516, 522(4) and 524(1) and he had consequently prayed to be reinstated with full back wages.

3. The management contested the claim of the workman on the ground that the workman worked continuously from 24th September, 1980, to 29-6-82 and only this much is admitted that during this period he was engaged as badli guard in relief arrangement with breaks. It is admitted that he was given temporary appointment but it is averred that there was no question to give him notice or pay in lieu of notice or to advise the reasons for termination.

4. In the joint inspection report filed it is admitted that during span from 24-9-80 to 29-6-82, the workman worked for 234 days and that after the termination of workman one Ramvir Singh was appointed and that the workman was paid bonus in the year 1981-82-83 for 39.98 and 73 days respectively. Appointment letter and termination letter was not to be found with the management. It was further found to be that no service book was maintained in the case of such badli guards and that there is no list of guards engaged temporarily or permanently appointed during the period 1980 till date of inspection.

5. On behalf of the management Shri V. K. Pushp, Regional Manager, Region-I Agra appeared in the witness box after giving his evidence on affidavit. He admits that the

workman was appointed as badli guard for the purposes of using his services occasionally when permanent guards of the bank proceeded on leave and was never posted in permanent vacancy. In cross-examination the witness has admitted that a number of guards have been appointed in the bank after June, 82, after the termination of the workman. He further admits that badli guard is not put for a particular period as we do not know for how many days his services will be required on permanent guard being on leave. He admits that badli guards appointment is temporary in leave arrangement and no appointment is issued to them as it is not certain for how many days badli guard will be allowed to work. On the other hand, the workman has filed his affidavit evidence reiterating mostly stand of the claim statement. In cross-examination he has deposed that he was appointed by the branch manager alongwith Shri Subedar Singh and Om Prakash all of whom were given work by rotation as guard. He has further stated that there were 3 or 4 permanent guards in the bank. He however, states that he was given appointment letter which was taken back by the branch manager. I am not inclined to believe this part of his statement particularly when in joint inspection no such copy of appointment letter was there.

6. The workman has failed to substantiate that he was appointed against permanent regular vacancies from the admitted facts and joint inspection it emerges that intermittently he worked during span 80-82 for 234 days and may be in relief arrangement by the management. It could have been specifically proved by the management as to file the leave application to show that in the leave vacancy of so and so he worked so many days. Even a badli guard and leave arrangement guard appointed by the management in the banking industry would be a temporary employee in view of definition given in para 20.7 of the bipartite settlement of 1966. Even such temporary employees were entitled to notice for termination under section 522(4) of Shastri award or 14 days notice in lieu of notice. Further on the point of last come first go there should have been a register of temporary employees in the management as required under para 493 of Shastri award and should have been given appointment letter and termination letter even in the case of temporary as required in para 495 of the Shastri award. Section 25G is also laid down in para 507 of the Shastri award besides the industrial act. Provision of section 25G & H are not dependent on completion of 240 days as retrenchment means termination of service for any reason whatsoever. It is admitted that after the termination of the workman several new hands were appointed.

7. I, do not agree with the managements contention that badli guard was casual workman will not be treated to be a temporary employee and would be considered to be a person mentioned in para 16.9 of the Desai award whereas persons working on casual basis was job work. Hence it is establish that admittedly in the instant case the workman was engaged as badli guard in the banking industry he would be nothing else but a temporary employee.

8. A reference of such workman is to be found in section 25G of the Industrial Dispute Act and it was continuous for such work for longer duration that the same was called at item 10 of the 5th schedule as unfair labour practice.

9. In these circumstances, and for the reasons discussed above I hold that for want of non-compliance of mandatory provision of para 522(4) of Shastri Award and 25H of the ID Act the termination of the workman is illegal. The result is that the workman has to be reinstated in service with full back wages.

10. I, therefore, give my award accordingly.

Dt. 14-3-86.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012(211)/82-D. II(A)]

का. भा. 1520:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण, में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन में सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, सम्बंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबपुर के पंचाद को प्रकृति करती है जो केन्द्रीय सरकार को 17 मार्च, 1986 को प्राप्त हुआ था।

S.O. 1520.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India, Raipur and their workmen, which was received by the Central Government on the 17th March, 1986.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (11)/1985

PARTIES :

Employers in relation to the management of State Bank of India, Raipur (Regional Manager, Region-I, State Bank of India Regional Office, Shankarnagar, Raipur (M.P.) and their workman, Shri N. K. Shukla, Cashier-in-Charge, represented through the State Bank of India & Subsidiary Bank Employees Union, C/o State Bank of India, Regional Office, Raipur (M.P.).

APPEARANCES :

For Union — Shri S. D. Phadke.

For Management — Shri V. V. Desai.

INDUSTRY : Banking DISTRICT : Raipur (M.P.)

AWARD

Dated, March 1st 1986

In exercise of the powers conferred by Clause (d) of Sub-section 1 of Section 10 of the Industrial Disputes Act, 1947, Government of India in the Ministry of Labour has referred the following dispute, vide Notification No. L-12012/154/84-D. IIA, dated the 16th January, 1985, for adjudication :—

“Whether the action of the management of State Bank of India, Raipur in relation to their Hospital Area Sub-Office, Bhilai in awarding punishment of dismissal from service to Shri N. K. Shukla, Cashier-in-Charge w.e.f. 30-9-82 is justified? If not, to what relief is the workman concerned entitled?”

2. Non-controvertial facts of the case are that Shri C. B. Shankar was Officer-in-Charge and Shri N. K. Shukla Cashier-in-Charge of Sub-Office of Hospital Area, Bank under Bhilai Branch and were the joint custodian of the cash. On 27-2-1979 Deputy Branch Inspector, Shri P. S. Menon, went to inspect the said Sub-office of the Bank at about the opening time of the Bank. On verification of cash balance he detected shortage of Rs. 9009/- in the cash balance. Both the employees searched for the amount and were not able to account for the shortage. Shri Menon made detailed remarks in the cash book and informed the Branch Manager who reached Sub-Office and made enquiries. Shri P. J. Verghese the Head Clerk and Shri N. K. Shukla from the Head Office were deputed to take their charge which they did by the end of the office hours and found the cash to be correct. However, both the officials were charge-sheeted. Charge against Shri Shukla was as under :—

1. A cash shortage of Rs. 9,009/- which was created on or before the 26th February, 1979, was detected on the 27th February, 1979 in the cash balance of Bhilai Hospital Area Sub-office as per details given below :

Denomination	No. of Pieces	Amt. Rs.
20	400	8000
10	100	1000
1	9	9
	509	9009

Immediately before and at the time of detection of the shortage, you were working as Cashier-in-charge at the Sub-office and were charged with the responsibility among other things, of safe custody of cash of the Sub-office. On noticing the cash shortage, the amount was debited to the Sub-office Account forthwith on that very day pending recovery thereof. However, during the latter part of the day, the amount of the shortage was made good by you which was credited to the Sub-office on the same day.

Thus you had removed surreptitiously, with malafide intention and in collusion with the Official-in-charge or otherwise, a sum of Rs. 9009/- from the cash balance of the Sub-office of which you were the joint custodian and caused a shortage for a like amount."

3. However, it appears that Shri Shanker was charged only for negligence and he admitted the guilt, therefore the punishment awarded to him was only of demotion.

4. But, on the other hand, after enquiry the defence plea was rejected and Shri N. K. Shukla was found guilty of gross misconduct. He was, therefore, dismissed from service.

5. The case of the management is that Shri N. K. Shukla had confessed voluntarily in writing vide his letters dated 27-10-1979 that he had taken the amount of Rs. 9009/- for house hold purposes without the knowledge of the official in-charge. This letter was witnessed by Shri C. B. Shanker and the Manager (Accounts) Bhilai Branch Shri D. P. Chowdhury. These confession letters were received at the Branch on 10-3-1979.

6. The workman Shri Shukla had challenged the legality and propriety of the domestic enquiry and pleaded that in any case discrimination has been made between himself and Shri Shanker in awarding punishment which is unfair labour practice. I will take up his pleas in the course of my findings.

7. I framed the following issues and treated Issue No. 1 and 2 as preliminary Issues. My findings with reasons on Issues nos. 1 and 2, 3 are as under :—

ISSUES

1. Whether the findings of the domestic enquiry are proper and legal ?
2. If so, whether the punishment awarded is proper and justified on the facts of the case ?
3. Relief and costs ?

Findings with reasons :

8. Issue nos. 1, 2 & 3.—It is convenient to take up these issues together. Firstly the domestic enquiry is challenged on the ground that there is not an iota of evidence for the finding of the Enquiry Officer as well as the Disciplinary Authority that Shri N. K. Shukla had removed the cash of Rs. 9009/- without the knowledge of the official-in-charge for personal use. As such this part of the finding is vitiated for want of evidence. I have gone through the enquiry papers produced before me by the parties which are Ex. M/1 to Ex. M/8 and Ex. W/1 to Ex. W/10. These enquiry papers disclosed that on behalf of the management only Shri P. S. Menon was examined on 30-10-1981 except for the admitted fact that on his checking a cash shortage was found which the two officers jointly responsible were unable to account for. There is nothing in his statement to prove that Shri Shukla had removed the cash in question without the knowledge of the Officer-in-charge for his personal use. However, learned Counsel for the management has relied on the so called confession in writing of Shri Shukla Ex. M/2 and Ex. M/3 dated 27-2-1979. Ex. M/2 says that he will make good the shortage of Rs. 9009/- within seven days. Ex. M/3 says that he will deposit the amount soon and the money which he had taken was not within the knowledge of the officer-in-charge. This he has written without any pressure from any body. Both these letters were ad-

mitted to the Branch Manager who has not been examined. However, these letters were alleged to have been attested by Shri C. B. Shanker and one Shri Chowdhury. Shri Chowdhury has not been examined which raises and adverse inference that had he been examined he would have not supported the management specially looking to the fact that he was the person who had made the endorsement that Ex. M/3 is written in his presence. The other person examined is Shri Shankar, the co-accused in the case. Shri Shanker in answer to the question stated that "as soon as this shortage was detected was completely perplexed and in this connection the letter which was given by Shri Shukla was signed by me as a witness." Thus even this witness does not say that Shri Shukla made any confession or had written the confession before him. Thus the alleged confessional statements are not proved. In any way, the so called confessional letters Ex. M/2 and Ex. M/3 do not inspire confidence. It is an admitted fact that the shortage was made good on the same day and the cash balance was found correct when the officials taking over time charge verified it. The amount was deposited vide credit slip Ex. M/1 dated 27-2-1979. In these circumstances there was no occasion to write a confession that he will make good the loss within seven days or after making arrangement soon. Secondly voluntary confession is made once and not twice. The very different wordings of Ex. M/2 and Ex. M/3 go to show that they were got written in order to help the Officer-in-charge specially exonerating him and stating that it is without any pressure from any one. In fact these confessions were made on 27-2-1979 it is surprising that they were produced only at the Branch Office on 10-3-1979 (See para 3 of the enquiry report Ex. W/7). Thus the very contents of the so called confession go to show that they are not voluntary and no one can be found guilty on the basis of such a confession (AIR 1960 SC 1125). Thirdly the management has relied on these confessions but the Enquiry Officer directed evidence to be led. Therefore his guilt cannot be judged on the basis of admission as has been held in the case of Govind Ram Vs. State of N.P. (1974 111 S.N. 102); Sarbun Lal Vs. State of M.P. (1981 M.P.L.J. 594). Gujarat High Court in the case of Natavarbhai S. Makwana Vs. Union of India and others (1985 111-II-p. 302) which is a case of domestic enquiry has held as under :—

"There is much force in the contention and arguments advanced by the counsel for the petitioner. It may happen that the Bank authorities may bonafide believe that there is theft or misappropriation of Bank money. The delinquent officer charged with mis-conduct of theft or misappropriation may be induced to confess the guilt for one reason or another—say informal understanding that he shall be dealt with leniently. Or that he himself might have been lost in the jungle of account books and he himself may not be sure as to whether he has committed any mistake or not. He may be on the verge of retirement and may be desirous to put an end to any such inquiry. He may not have resources to fight the case put against him. For any of these reasons or say on account of mere foolishness, he may confess the misconduct charged against him and be punished for the same without there being any evidence or proof for the same, i.e. theft/misappropriation. Later on in audit it may be discovered that there was only accounting mistake and not theft/misappropriation whatsoever. To avoid such possibility, it is always necessary that the factum of misconduct be establishment. Moreover disciplinary proceedings by the department are in the nature of quasi-criminal proceedings—much more so from the view point of consequences of such proceedings. An employee may be visited with the penalty of removal or dismissal from service which would be almost equivalent to economic death sentence. Therefore, proof of the facts constituting misconduct has not to be emphasised. Ordinarily, admission alone of the delinquent officer cannot be regarded as sufficient proof of misconduct as well as the facts constituting misconduct."

1. therefore, find that firstly these so called confession or admission Ex. M/2 and Ex. M/3 are not proved in accordance with law. Secondly, they do not appear to be volun-

tary and as such the guilt could not have been held to have been proved regarding misappropriation.

9. The plea of defence was that certain customers had come to take out their money from the Bank late on 26-2-79 after closure of the account, he therefore refused to give them the amount but told them that he will keep the amount counted and separate so that they can have it as soon as they arrived. He kept this amount i.e. Rs. 9009/- separately in the corner of the safe. When the checking started he got perturbed and nervous and forgot all about this amount. However, when the customers came in the afternoon he remembered and took out the amount and made their payment in the same denomination as were found short at the time of checking. In support of this plea he had given his own statement and examined Shri Verghese and Shri K. N. Sharma the Cashier who had taken over charge and one of the customers Dr. R. C. Sondhi of the Bhilai Hospital. Dr. Sondhi has supported the defence version and said that he came again in the afternoon on 27-2-79 and had withdrawn Rs. 7000/- from his account, Shri Verghese and Shri Sharma have stated that they had reported at the Sub-Branch office at about 12 or 1.00 and after sometime checked the cash and found it to be correct. They have stated on oath that during their taking over neither they went out nor Shri Shukla or Shri Shanker went out. In fact, nobody also came to deposit the cash. This rules out the possibility of Shri Shukla going out and making good the loss from his own pockets. This part of the evidence the learned Enquiry Officer and the Disciplinary Authority failed to appreciate and in fact made no comments on it. Instead of marshalling the evidence the learned Enquiry Officer in his report Ex. W/7 simply said "As far as the witness of Dr. Sondhi, he has stated that he left the withdrawal with Bank and did not collect the cash till next day afternoon. This given an impression that the witness did not go to the sub office and Shri Shukla's statement that he had kept the cash separately in the safe for Dr. Sondhi and others, appears to be made out story to cover up the shortage." There is absolutely no basis for such a finding. In any case, it is only his impression and a finding based on personal impression without any basis is a bad finding.

10. In this connection, it is pertinent to note that even the co-accused Shri Shanker in his statement stated that Inspector checking the cash did not get the safe fully emptied but only cash was taken out. He has further stated that he was completely preplexed and he does not remember what he did to find out the shortage. He has also stated that when Deputy Branch Inspector left the Sub-Office after sometime the party had come to take out the amount then the Cashier-in-Charge (Shri Shukla) said to him that previously he had kept some amount separately for the withdrawals. Therefore we opened the safe in presence of Shri D. P. Chowdhury for the withdrawal and amount were taken out and payments made to them. The Enquiry Officer and the Disciplinary Authority conveniently felt out this evidence from consider action. This statement of the co-accused does not only support the defence version but also belies making of alleged confessions Ex. M/2 and Ex. M/3 the same day.

11. Lastly the punishment awarded is challenged on the ground of discrimination. In this connection, my attention has been drawn to some glaring facts. Firstly though the charge (Ex. W/1) against Shri Shukla was that he had removed surreptitiously with mala fide intention and in collusion with the Officer-in-charge or otherwise a sum of Rs. 9009. But it appears that Shri Shanker was not charged with the same charge perhaps to let him off lightly. Shri Shanker in his statement has denied that he used to allow Shri Shukla to handle the cash in his absence independently. Therefore there is no occasion to presume that Shri Shukla was alone responsible for the shortage since the safe was in the joint custody of both the officials. There is not only the discrimination in levelling charge but also in awarding penalty though the allegation and the responsibility of both of them was similar. In this connection, it is also pertinent to note that even in his findings (Ex. W/7) the Enquiry Officer in the last para says that "I am of the opinion that both the official in-charge—Shri C. B. Shanker and the Cashier In-charge—Shri N. K. Shukla of the erstwhile Area Sub-office were extremely negligent in performance of their

duties as joint custodian of cash". This is the correct finding in view of the evidence of the management and the defence on record. Undoubtedly there was a shortage and it was made good the same day. Therefore for the shortage if any both the officials were responsible since the safe was in their joint custody. The question arises that inspite of this findings why discrimination in awarding lesser punishment to one and the major punishment of dismissal to the other. In A.I.R. 1966 (Punjab) 66 it has been laid down that discrimination cannot be permitted at the private and personal whim or caprice of any body, however, great the power entrusted to him may be. Similar view has been taken in A.I.R. 1967 SC 1427; AIR 1967 SC 295; AIR 1959 SC 149; AIR 1967 (Mysore) 67 and AIR 1952 SC 123.

12. For the reasons discussed above, I hold that though the domestic enquiry proceedings are legal and proper but charge of negligence alone was proved against the delinquent official Shri N. K. Shukla (and also against Shri Shanker) but the punishment awarded to Shri N. K. Shukla of dismissal is not justified firstly looking to his defence plea which is proved by him and secondly on the ground of discrimination. Therefore the punishment of dismissal is hereby set aside as unlawful. Instead the punishment is substituted to reduction of next lower rank from the date of the order. Consequently he is entitled to be reinstated on the last lower rank from the date of his termination i.e. 30th September, 1982. He is entitled to his back wages and all ancillary benefits of the next lower rank from 30th September, 1982 onwards. Issues and reference are answered accordingly. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-12012(154)/84-D.II(A)]

का.प्र. 1521:—प्रौद्योगिक विवाद प्रधिकरण, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक प्रा. बरौदा के प्रबंधन से सम्बन्धित नियोजकों और उनके कार्यकर्ताओं के बीच, अनुबंध में निर्दिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक प्रधिकरण सहमता-वाद के पैदा की प्रकृति करती है, जो केन्द्रीय सरकार को 17 मार्च, 1986 को प्राप्त हुआ था

S.O. 1521.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on the 17th March, 1986.

BEFORE SHRI S. K. KADRI, B.A., LL.B., PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT AHMEDABAD

Reference (ITC) No. 20 of 1985

Adjudication
BETWEEN

Management of Bank of Baroda ... First Party
AND

Their workmen ... Second Party

In the matter of termination of services of Shri Shyam-rao B. Jadav, Peon in Wadi Branch.

APPEARANCES:

Shri J. M. Patel, General Secretary, Gujarat Commercial & Industrial Employer Association—for the first party.

Shri M. S. Mansuri, President, Rajya General Kamdar Mandal—for the second party.

Ahmedabad, the 9th January, 1986

AWARD

The industrial dispute between the Management of Bank of Baroda and their workmen has been referred by the Government of India, Ministry of Labour, Order No. L-12012/249/84-D.II.A dated 16th April, 1985 for adjudication of the following dispute to the Industrial Tribunal, Ahmedabad u/s 10(1)(d) of the Industrial Disputes Act and that has come to be allotted to this Tribunal :

"Whether the action of the management of Bank of Baroda, in terminating the service of Shri Shyamrao B. Jadav, Peon in Wadi, Branch Gujarat, from April 1981 is justified? If not, to what relief is the workman concerned entitled?"

2. In this case the workman concerned Shri Shyamrao B. Jadav has filed belated statement of claim at ex. 7 stating that he was in the employment of the Bank of Baroda (in short 'the bank') from 1st July, 1967 as peon and since then he had been working carefully and faithfully and performing his duties regularly and he never came to be reprimanded in performance of his duties during this period; that all of a sudden he got skin infection and boils all over his body and he was in great pain for that reason and so he could not go on his duties from 19-2-81. He took treatment of Dr. S. K. Shah for some time but there was no improvement. On the contrary there was adverse effect leading to some mental trouble and so he went under medical treatment of Dr. Ramakant Shah; that during this period his condition of health had deteriorated. He was getting convulsions and fits and his physical and mental condition was uncommon; that he had sent an application for leave with medical certificate for the period from 19-2-81 to 17-3-81 but the bank has terminated his service by order dt. 10-4-81 without affording any opportunity to him for defence or for explanation and in violation of the provisions of S. 25F of the Act. He replied to the bank's said letter on 21-4-81 demanding withdrawal of that order but there was no reply. He approached the Hon'ble High Court by way of writ petition but that came to be dismissed as there was alternative remedy available under the I.D. Act. He therefore contends that it was under such circumstances of his health and mental condition that he was not able to present himself on duty and the presumption of the bank that he has abandoned the service is not legal, proper or just; that he never wanted to leave service or that he had no interest in the service; that as his service came to be terminated his mental condition deteriorated more and for cure of his such condition he had to approach some saints and Sadhus and ultimately he contacted the tomb of Darai Dulla Babas Mazur of village Virpur in Kheda district, and now his physical condition and mental condition has quite improved and he is quite fit to resume his duties; that absence of duty for 40 days were for the reasons beyond his control and the order of the bank in terminating his service on inference that he had no interest in service or of his having abandoned service is illegal and unjust. It was also not proper to treat his absence as without leave; that the terms and conditions of service of the bank employees are governed by Sastri Award and there is no provision in the same to treat 40 days absence as abandonment of service; that the bank has also not complied with the provisions of S. 25F of the Act and so the order dated 10-4-81 is invalid.

3. That assuming the bank's case to be true that he was absent without leave for 40 days or on unauthorised leave it will be a minor misconduct as per Sastri Award and punishment for the same can only be given after holding proper inquiry and giving opportunity to the workmen to explain and the punishment also to be of a minor nature. The bank has not done so and terminated his service which spells out victimization ignoring his 14 years long service with the bank; that he cannot subsist and maintain his family without service in these days of unemployment and so prays that he be reinstated in service with full back wages.

4. The belated written statement of the bank is at ex. 12 contending that reference is not tenable; that this Tribunal has no jurisdiction to entertain this reference and the reference is misconceived as there is no termination of service of the said Shri Jadav by the bank as he himself abandoned the service. Since the bank has not terminated the service, no question about its justification arises; that reference is barred by principle of res judicata. Shri Jadav had filed writ petition in the Hon'ble High Court of Gujarat being SCA No. 1092/82 challenging the bank's order dt. 10-4-81 which is stated to be a communication issued by the Branch Manager, Wadi branch of the bank and the challenge was on the same grounds canvassed in the statement of claim; that the Hon'ble High Court has dismissed the writ petition on merits by order dt. 28-4-82 and so Shri Jadav is prescribed from re-agitating the same issue which has been concluded against him by the High Court. It is further stated that Shri Jadav was working as a peon and from 1978 onwards he developed that habit of remaining absent without obtaining

prior sanction. It gives the number of days of absence without leave in different years which need not be stated here. Shri Jadav was obviously absent from 19-2-81. The bank therefore sent a registered notice dt. 25-2-81 informing him that there was no leave in balance to his credit and he was called upon to report for work within 7 days of the date of receipt of the said notice. Shri Jadav did not respond and the bank again sent notice dt. 16-3-81 requiring the workman to report for duty within 10 days from the date of receipt of notice informing him that failure to report for work within the specified time would lead to a presumption that he has no more interest in the job and has abandoned the service. Shri Jadav did not report for duty and did not reply even to the notice and the bank therefore was left with no other alternative but to presume that the workman has abandoned the service. Accordingly by communication dt. 10-4-81 he was informed about it that he has repudiated the contract of service and by way of abundant caution he was paid retrenchment compensation and notice pay as per provision of S. 25F of the Act. It was only after that Shri Jadav made a representation dt. 21-4-81 pleading that he had replied to the earlier notices and that he had applied for sick leave along with medical certificate which the bank did not receive. He had sent copies of the medical certificates which according to the bank are not genuine and got up. It is therefore submitted that the workman by his conduct had repudiated the contract of service and the bank had not terminated the service. However, assuming that the communication dt. 10-4-81 amounts to termination of service its action is lawful and justified having regard to the glaring record of absenteeism of the concerned workman. It denied various allegations and averments made in the statement of claim and at the end claims dismissal of the reference with cost.

5. In this case, Shri Jadav, the workman concerned has deposed at ex. 16 and closed his side by pursish ex. 18. The bank has examined Shri Kaptan A. N. one if its officer at ex. 21 and closed its side by pursish ex. 26. So this is all the oral evidence led in the cases. There is documentary evidence led in the case, to which reference will be made as and when necessary.

6. Shri M. S. Mansuri, union office bearer representing the workman urges that the bank has terminated the service of Shri Jadav on assumption that he abandoned the service on the ground that he remained absent without leave. He urges that Shri Jadav was seriously ill from 19th February, 1981 and it was because of such serious illness that he could not go on duty and had applied for leave and intimated the bank the reason for his not being able to report on duty. So there would arise no question of assumption of abandonment of service by Shri Jadav.

7. He urges that even if it be assumed that from 19th February, 1981 to 10th April 1981 Shri Jadav was absent without leave, there was no justification for terminating his service on assumption of abandonment as such absence would be a minor misconduct which could not be punished with such drastic and extreme punishment of dismissal, clocked as termination. Even for this misconduct if assumed, he could not be punished without holding departmental inquiry and without giving him chance for defence and explanation.

8. He urges that the contention of the bank about reference barred on ground of res-judicata has no force as that principle has no application in industrial adjudication.

9. Shri J. M. Patel, learned advocate for the bank urges that the workman Shri Jadav had preferred writ petition before the High Court of Gujarat pertaining to his termination of service, challenging the order of the bank and the High Court has dismissed the petition on merits and so the present reference will be barred as res-judicata, that question having been resolved by High Court by its decision.

10. He urges that Shri Jadav remained absent without leave from 19th February, 1981 and in spite of notices sent to him by the bank he did not report on duty and he had not applied for leave even and his conduct, itself leave to presumption of his having no intention to join duties and

abandon the service and as he abandoned the service of his own, it cannot be said that it was the bank which terminated his service and the questions posed in this reference for adjudication do not survive and claims dismissal of the reference.

11. Abandonment of service would mean the workman or employee voluntarily relinquishing his service. In other words it means intention of the workman not to resume service or intentionally relinquishing service. It is a question of intention and that has to be established. There cannot always be direct evidence about the intention of a person but it can be inferred from acts and conduct of the workman. The question is a question of fact, to be determined on evidence on record and on facts and circumstances appearing in evidence. Whether there existed such facts and circumstances, as would go to show the intention of Shri Jadav to relinquish service, so that his absence without leave would leave one to infer such relinquishment of service on his part.

12. Shri Mansuri in this regard has cited decision of our Supreme Court in *G. T. Ltd. v/s. Chemicals and Fibres India Ltd.*, reported in 1979 Lab.I.C. 290. The facts of the case are very different from one before me but Their Lordships in that case have dealt with the meaning of the expression abandonment of service and the principles relating thereto and held that to constitute abandonment there must be total or complete giving up of duties so as to indicate intention not to resume the same. Abandonment or relinquishment of service is always a question of intention and normally such an intention cannot be attributed to an employee without adequate evidence in that behalf. It is a question of fact, which has to be determined in the light of the surrounding circumstances of each case.

13. It is not the case of the bank that there is any such term and condition of service or binding rules or standing orders whereunder if an employee remains absent without leave etc. for a particular number of days, that would lead to automatic termination of service as relinquishment or that will amount to or assumed to abandonment of service.

14. So we will have to determine the question on facts and circumstances in the evidence in the case. Shri Jadav was appointed as peon in the bank on 1st July, 1967 ex. 18 is the order of his appointment and had worked as such upto 19th February, 1981 in different branches of the bank. Last he was serving at Wadi Branch, having put in 13 years and more of service. On 19th February, 1981 he was absent from duty. It is the case of the bank that as Shri Jadav was absent without leave from 19th February, 1981, it gave notice dated 25th February, 1981 as is ex. 22 (13/5) asking him to report on duty within seven days of receipt of that notice or else the bank will have to take further legal proceedings. There was no response from Shri Jadav and the bank gave other notice dated 16th March, 1981 as is ex. 23(13/6) asking Shri Jadav to report for duty, within 10 days from the receipt of that notice and explain the reason for unauthorised absence or else, it shall be presumed that he is not interested in Bank's service and that he has repudiated contract of employment with the bank without notice and there was no response from Shri Jadav and so the bank was justified in presuming that he has abandoned the service and hence communication dated 10th April, 1981. The original order or letter not produced by the workman but the copy produced by him is at ex. 17/1 and copy produced by bank at ex. 13/7 for which there is no dispute.

15. In this regard the case of Shri Jadav is that he could not join duty from 19th February, 1981 because of his ill health; there being skin trouble all over his body as he got suddenly boils all over the body and he was under medical treatment and was then in pitiable state of health leading to some mental trouble. It is his case that he had applied for leave for the same from the bank accompanied with medical certificates. It is not that he had not asked for leave and remained absent. If we refer to his evidence at ex. 16 he says that on 19th February, 1981 he had boils suddenly appearing all over his body may be like measles, or chicken pox, we do not know. He says that it was in such severity that he could not even put on clothes. He was under treatment of Dr. Sundar Lal Shah and thereafter of Dr. Ramakant Shah. He says that he had intimated bank about his ill

health with medical certificate and later also he had applied for leave with medical certificates of both these doctors. He says that he had no intention whatsoever for relinquishment of job of the bank. He has admitted his having received ex. 22 of the bank and says that he had replied to the same. He denies his having received ex. 23(13/6). It is written in English and indicates having been sent by post registered A.D. but no such postal receipt or acknowledgement produced by the bank to show that it reached Shri Jadav. The bank claims to have received no such application for leave from Shri Jadav or intimation of his ill health. There is no such evidence on record to prove that Shri Jadav had made any such applications as he says and his say is quite vague in that regard to be relied upon as he does not say on what date he gave those applications or intimations and to whom.

16. Even if we assume that Shri Jadav had remained absent from 19-2-81 and did not respond to notice ex. 22 and even assuming that he did not reply to ex. 23 his evidence stands that he remained absent without leave during this period and could not resume his duties as he was in bad state of health and about this fact he is supported by the two medical certificates he had obtained and later sent to the bank. Shri Jadav has stated that during this period of his ill health he was in much perturbed state of mind due to family quarrels, we do not know what out he says that his father had injuries due to accident and he was hospitalized.

17. He says that the doctor had given him certificate of fitness to resume duties from 6-4-81 but he could not do so as he was getting convulsions or fits and he was taken to Virpur on tomb of Dariai-Dulha at Virpur presumably for some mystical treatment or sorcery. So the evidence goes to show that it was his such state of ill health that was the reason for not resuming his duties. There are no other circumstances from which it could be spelled out that his intention was to relinquish job, or that he had some such reason to relinquish job and with that view in mind he was not resuming duties.

18. If the bank, under the circumstances that Shri Jadav remained absent from 19-2-81 and did not respond to notices and had not applied for leave, inferred that intention of Shri Jadav was to relinquish the job and so wrote ex. 24(13/7) dt. 10-4-81 saying that his services will come to an end from 25-4-81 as by his overt act in repudiating the contract (of employment) without notice but then before 25-4-81 when his services were to stand terminated, Shri Jadav admittedly had on 21-4-81 written a letter vide ex. 13/9 replying to ex. 24 dt. 10-4-81 stating therein that he was suffering from boils on his feet which arrested his movements and that he had forwarded letter with medical certificate and intimated the Branch Manager of his ill health asking for sick leave upto 17-3-81, the copy of certificates also he enclosed as given by Dr. S. K. Shah certifying that he suffered from disease which is not very loathsome, which required rest and treatment for 30 days atleast from 19-2-81 to 17-3-81. This is dt. 7-3-81. The other certificate is of Dr. R. H. Shah dt. 6-4-81 certifying that Shri Jadav was suffering from fever, eczema and boils and was under treatment from 20-3-81 to 6-4-81 and now fit to resume duties. Shri Jadav in that reply also speaks of his having asked for extension of leave from branch of the bank on strength of certificate of Dr. R. H. Shah. He has also stated therein about his having sent leave application but the bank having not received the same as stated in the letters of the bank and he stated therein about his family condition having a wife, a daughter and a son and due to his ill health, he had to undergo monetary expenses and physical sufferings and he is in precarious position receiving that letter from the bank and requested the bank to permit him to resume his duties.

19. Thus before 25-4-81 when his services with the bank had to end as the date fixed by the bank based on the inference or presumption that absence of Shri Jadav was to abandon the services Shri Jadav had explained and put

forward before the bank the reason for his absence supported by the medical certificates of his ill health during this period and the bank could not have taken the view that Shri Jadav had been absent with a view or on intention to relinquish service and not allowed him to resume. If the ground stated and the certificates produced were to be not accepted, atleast opportunity to Shri Jadav ought to have been given to prove the same to be true and genuine telling him that the bank treats the same as false and got up.

20. In that letter dt. 21-4-81 it was the say of Shri Jadav that he had applied for leave from Branch Manager sending medical certificates and thus intimated him the reason for his absence. This branch manager of the bank has not been examined by the bank is also significant. Instead Shri Avinash N. Kaptan, the then Accountant of that Wadi Branch has come to be examined at ex. 21 to say that muster roll remains on table of the accountant and he professes ignorance of applications for leave prior to 10-4-81 and says that the same be with manager. It will come to him if sent by manager. Thus the say of Shri Jadav that he had applied for leave twice during this period from branch manager is not refuted. The fact that Shri Jadav had obtained certificates, presumably for leave as the certificates produced indicate there is reason to believe that he had applied for leave on strength of medical certificate giving the same to branch manager which is quite significant. It is also to be noted that Shri Jadav had written this letter to Regional Manager apprising about the facts about his having applied with medical certificates to branch manager and also the reasons for his absence. Shri Kaptan is not even aware of bank letters written to Shri Jadav despatched to him or not and says that it is not his ob. So the evidence of Shri Kaptan has no much value.

21. Thus the evidence does not go to establish that Shri Jadav had not intimated the reason of his absence being his ill health and does not go to prove that he was absent with the intention to relinquish his job. Even on assumption that the bank was not aware of the reason of his absence and presumed that he was absent, wanting to abandon services and on that inference had informed Shri Jadav that his services will stand terminated as by way of abandonment of service with effect from 25-4-81, even then before 25-4-81 Shri Jadav had specifically stated that he had no intention to abandon the job and he be permitted to resume, giving reasons for his absence, as it was because of ill health and had submitted copies of medical certificates asserting that he had sent the same to the bank earlier with his applications for leave.

22. In view of the above, there was no justification for the bank to presume or infer absence of Shri Jadav as for relinquishment of service or abandonment of service. Even if whatever justification was there earlier, it did not survive after 21-4-81 when bank got that letter from Shri Jadav without making proper inquiry into the matter and reasons stated.

23. Now if there was no abandonment of service on the part of Shri Jadav and if the bank was to treat absence of Shri Jadav as misconduct and take penal action and on that ground to terminate his services it could have resorted to the procedure required for taking penal action and admittedly no such course was followed. Shri Mansuri has urged that absence without leave as per standing orders applicable is a minor misconduct and for which punishment of minor nature only can be inflicted and not of discharge, dismissal or termination of service and for minor misconduct if he found guilty on proper inquiry he can be censured or warned or increment be stopped etc. The standing orders applicable have not been produced or shown to me but Shri Patel, learned advocate for the bank has not disputed this position under the standing orders.

24. If any case no such charge was levelled against Shri Jadav and no inquiry as contemplated held and it is not even the case of the bank that it has taken such action against Shri Jadav so that question assumes no much importance.

25. It is faintly urged by Shri Patel that the bank has not terminated the services and letter ex. 24 cannot be order terminating service. This contention cannot be accepted, as I have held hereabove that Shri Jadav cannot be said to have abandoned the services of the bank and ex. 24 clearly spells out that the bank has terminated his services from 25-4-81 as having to come to an end of course based on the inference of abandonment of service. If the bank was not terminating the services there was no reason for payment as u/s. 25F even by way of abandonment caution that termination be amounting to retrenchment. It be retrenchment or no retrenchment only if bank terminates services. It was also sought to be shown that in past Shri Jadav used to be absent without leave but that question is not very relevant as it is not the case of the bank that his services came to be terminated for any such misconduct.

26. The next contention urged by Shri Patel is about res-judicata and the reference barred on that ground. He urged that the said Shri Jadav filed SCA No. 1092 of 1982 challenging termination of his service before the Hon'ble High Court of Gujarat and that came to be dismissed by the Hon'ble High Court and so it is not open to Shri Jadav to challenge his termination of service by way of reference under the Act and for that reliance is placed on principle of res-judicata. Shri Patel has relied on the decision of our Supreme Court in Mysore State Electricity Board vs. Bangalore Woollen, Cotton and Silk Mills Ltd. reported in AIR 1963 SC 1128. This case pertains to civil litigation between the parties and not related to industrial adjudication. It is to be noted that doctrine of Res judicata as u/s. 11 of C.P.C. will have no application in terms as provisions of C.P.C. does not as such apply to industrial adjudication but the principles underlying the doctrine of Res judicata can be applied in industrial adjudication.

27. In the above said decision of the Supreme Court it is observed that it is well settled that in order to decide whether a decision in an earlier litigation operates as res-judicata the Court must look at the nature of the litigation, what were the issues raised therein and what was actually decided therein. In para 12 referred to by Shri Patel of that decision relates to decision on question of law whether would operate as res-judicata.

28. The other decision cited by Shri Patel is of Hon'ble Supreme Court in Stayadhyam Ghosal v/s. Smt. Deorajin Devi reported in AIR 1960 SC 1941 in which the principle of res-judicata has been explained.

"(7) The principle of res-judicata is based on the need of giving a finality to judicial decisions. What it says is that once a res-judicata, it shall not be adjudged again. Primarily it applied as between past litigation and future litigation. When a matter whether on a question of fact or a question of law has been decided between two parties in one suit or proceeding and the decision is final either because no appeal was taken to a higher court or because the appeal was dismissed, or no appeal lies, neither party will be allowed in a future suit or proceeding between the same parties to canvass the matter again. This principle of res-judicata is embodied in relation to suits in S. 11 of the Code of Civil Procedure but even where S. 11 does not apply, the principle of res-judicata has been applied by courts for the purpose of achieving finality in litigation. The result of this is that the original court as well as any higher court must in any future litigation proceed on the basis that the previous decision was correct."

29. Shri Mansuri has relied on the decision of the Allahabad High Court in Inedish Narain Shukla vs. State of Uttar Pradesh reported in 1967 (5) F.T.R. 239 wherein it is held that where a decision in a previous writ petition deciding the status of large number of Loknals including the petitioner, it is difficult to say whether the Court intended to allow or dismiss the petitioner's petition and there was no finding that he was permanent he cannot raise plea of res-judicata on that basis.

30 So in order that a decision to operate as res-judicata, it should be a decision of the court and the matter in question must have been heard and finally decided by that court. In other words the dispute in question must have been decided on merits. The doctrine of res-judicata means that if by any judgement or order any matter in issue has been directly and explicitly decided, the decision operates as res-judicata and bars the trial of identical issue in subsequent proceeding between the same parties.

31. Now if we look to ex. 30 the certified copy of the application preferred by Shri Jadav before the Hon'ble High Court of Gujarat it was petition under Article 226 of the Constitution of India wherein the order of the bank dt. 10-4-81 terminating his services was challenged and prayer for quashing that order and direction to bank to take him on duty was made. It appears that the bank filed affidavit in reply the certified copy of which is at ex. 34 and it appears that the main contentions of the bank in that proceeding was about maintainability of the petition, there being an express and specific remedy available to petitioner under I. D. Act and about the matter involving disputed questions of facts and for delay and laches. Of course the bank had also disputed the petition on facts alleged and put forth defence.

32. Shri Jadav filed affidavit in reply as is ex. 31 the certified copy stating therein that the petition is maintainable in law because there is no efficacious remedy available to him. He therein also reiterated his case as made out in his petition. Then on behalf of bank there is affidavit in sur-rejoinder ex. 33 reiterating the stand earlier taken.

33. The order of the Hon'ble High Court is at ex. 35 (13/15) certified copy which reads as under : "In view of the affidavit in reply rejected. Dt. 28-4-82." It therefore clearly appears that the Hon'ble High Court has not considered any other affidavits in rejoinder and sur-rejoinder and it seems that considering the contentions taken by the bank about the petitioner having express and specific remedy available under I.D. Act and the question involves questions of facts, did not entertain petition under Article 226 and rejected the same without going into the merits of the dispute about abandonment of service or termination of service being valid or invalid. In short, the order rejecting the petition made under Article 226 does not spell out that it was decided on merits of the issues involved in that petition and so that decision cannot operate as res-judicata to the proceedings before us.

34. In view of my discussion hereabove my answer to the question under reference will be that the action of the management of Bank of Baroda, terminating service of Shri Shyamrao Jadav, peon in Wadi Branch, Gujarat, from 25-4-81 was not justified.

35. It was the bank who had terminated the service of Shri Jadava and Shri Jadav had not relinquished service of the bank and had not abandoned the services or had intention of abandoning the service of the bank.

36. The question then is to what relief he be entitled to. Shri Jadav will be entitled to reinstatement in service of the bank with continuity of service. He will be also entitled to claim back wages as though by letter dt. 21-4-85 he had asked for allowing him to resume duties and he had also obtained medical certificate dt. 6-4-81 for fitness to resume duties. His evidence also reveals that during the period of his forced unemployment he could not get any other employment elsewhere in spite of his efforts and the bank has not shown that during this period he was in any way gainfully engaged. As such he will be entitled to full back wages from 25-4-81 till reinstated.

37. As per S. 10 (2A) the Tribunal was required to submit its Award within a period of three months, but it is regretted that there was some delay, mostly because of parties seeking adjournments from time to time. In the first place, it appears that there was some delay because of the correspondence between the office of the Tribunal and Ministry of Labour, Delhi and actually the proceeding commenced before this Tribunal from 1-10-85. Secondly, the workman did not comply with the directions issued in the reference order for filing statement of claim and he submitted the

statement of claim as late as on 1-10-85. Thereafter matter was expeditiously dealt with and evidence completed on 24-10-85. Thereafter the workman sought for adjournments as Shri Mansuri appearing for him not available on the dates fixed and arguments heard on 24-12-85.

38. I therefore pass the following order.

ORDER

The Bank of Baroda is directed to reinstate Shri Shyamrao B. Jadav to his original post of peon with continuity of service and pay him as compensation for lost days, full back wages from 25-4-81 till he is reinstated.

The Bank of Baroda to pay to the said Shri Jadav Rs. 100/- (Rs. One hundred only) as cost of this proceedings.

Ahmedabad . Dated the 9 January, 1985.

S. K. KADRI, Presiding Officer

[No. L-12012 (249)184-D. II (A)]

नई दिल्ली, 31 मार्च, 1986

का. अ. 1522 : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अलाहाबाद बैंक, लखनऊ के प्रबंधन से सम्बद्ध नियोजकों और उनके कार्यकर्ताओं के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 19-3-1986 को प्राप्त हुआ था।

New Delhi, the 31st March, 1986

S.O. 1522.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Allahabad Bank, Lucknow and their workmen, which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Reference No. L-12012/49/83-D.II (A) dated 5-10-1983

Dispute No. 233/1983

Shri Yogesh Ram C/o Shri P. N. Tewari, 165 Sohabatla-bach Allahabad.

AND

The Deputy General Manager, Allahabad Bank, Hazarat Ganj, Lucknow.

APPEARANCES:

Shri V. N. Sekhari representative—for the workman.
Shri Rajeev representative—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/49/83-D.II (A), dated 5-10-1983, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the Management of Allahabad Bank in relation to their Yusufpur Branch, District Ghazipur in terminating the services of Shri Yogesh Ram, Sub-staff with effect from 23-1-1981 is justified ? If not to what relief is the workman concerned entitled ?

2. It is common ground that the workman was appointed in the management bank as sub staff from 25-9-80 but according to the workman he was appointed in the permanent vacancy of Shri Vijai Shanker Rai whereas according to management he was appointed in leave vacancy and not in the permanent vacancy of Shri Vijai Shanker Rai which took place

from 29-8-80. The services of the workman was terminated on 23-1-81 but it is wrong that one Jagdamba Prasad Tewari was appointed in his place but he was appointed on 4-2-81. The workman has thereafter averred that his services were illegally terminated without notice, notice pay, without termination letter and without paying retrenchment compensation. Further the workman was not considered when fresh appointments were made in the bank and thus violated the provision of section 25-G of the Industrial Dispute Act, the workman has further averred that by virtue of temporary employment against the permanent vacancy of the sub staff and his consequent selection as per guide line of the bank and the Government of India the workman stood selected for filling up permanent vacancy caused by promotion of Shri Vijai Shanker Rai peon to clerk cadre. The termination of the workman had been unfair, unjust, illegal and denial of social justice.

3. The management raised two preliminary objections that no demand was ever raised and that the dispute is not an industrial dispute. This point never pressed further the very fact that the reference has been made and the management contested the claim before ALC (Central) resulting in reference show that the demand for the relief claimed was made much earlier. Further it is a matter of common knowledge that a terminated workman is also a workman and he has right to raise dispute that the management wrongly terminated him which become industrial dispute.

4. According to the management the names of the candidates were called from the employment exchange for making a peon for giving temporary employment arising out of leave vacancies only and that as a matter of fact no selection was made as averred by the workman and his name was first in the list sent by the employment exchange, he was given temporary employment in the leave vacancy. The workman's temporary engagement on 25-9-80 ended on 29-9-80 as given in the appointment letter Ext. M-1. The management has averred in the written statement, para 522(4) of Sastri Award were not violated as it is not attracted in the instant case. The appointment of the workman was for a definite period. Further there was no need to give a notice to terminate the services of the workman under para 522(4) of the Sastri Award as every appointment itself contain the notice of termination, that details of the temporary appointment are mentioned in general register with other employees and hence para 516 of the Sastri Award stands complied. In the end it is averred that no retrenchment compensation was payable in terms of section 25-F of the I. D. Act. The management has filed the initial appointment letter Ext. M-1 given to the workman for specific period from 25-9-80 to 29-9-80 on temporary basis. The management has further filed photo copy of the letter dated 19-12-80 sent by the manager to the Employment Officer, Employment Exchange, intimating that as per list sent with the letter of the employment exchange the management had engaged Shri Yogesh Ram from 25-9-80 to work as temporary peon cum farrash in leave vacancy. It was further mentioned that the vacancy of peon cum farrash is existing due to promotion of Shri Vijai Shanker Rai from 29-9-80 and it was requested to send the name of a schedule caste candidates to fill up the above permanent vacancy within 15 days and the qualification for the post is 8th Pass. On 17-6-85 the date fixed for cross examination of the management witness the workman representative came out with a long list summoning document, as the same was belated it was ordered that the management witness present be cross examined on the points raised in the application and the application for production of document was rejected.

6. The management gave affidavit evidence of one Shri Kailash Nath WW-1 who stated that the workman was appointed in leave vacancy on 25-9-80, that in the list submitted by the employment exchange his name was first in the list and that he was issued appointment letter whenever he was appointed in leave vacancy, that permanent vacancy of Shri Vijai Shanker Rai took place on 29-9-80 and that one Shri Jagdamba Prasad Tewari was appointed as peon cum farrash on 4-2-1981 on completing 240 days of work in the bank management. He has admitted that the workman worked in his branch for 90 days and he was not appointed in any leave vacancy and was doing the duties of a peon cum farrash which a regular farrash does. It is further stated by the witness that no service book of the workman was maintained. The witness voluntarily corrected himself and stated that the workman was appointed in leave vacancy and he worked for 90 days not in

continuous period but in different periods in leave vacancies and that there were in all four sub staff at that time. The witness states that after the termination of the workman no temporary sub staff was appointed but only one permanent appointment of Shri Jagdamba Prasad Tewari was made on 4-2-81. He admits that the name of Jagdamba Prasad was not sponsored from the employment exchange but as he had put in more than 240 days of work in different branches of the bank in different period he was appointed. Witness further admits that no seniority list of employee is maintained at branch level. According to the witness Deputy General Manager of Lucknow of the management concerned is the appointment authority. He admits that there is a circular of the management that temporary should not be made for more than 90 days and person once appointed should not be reappointed in the bank. New branches were opened by the management but the staff is appointed by zonal office. The workman was given only service and no other facility or benefit.

7. On the other hand the workman Shri Yogesh Ram Gupta gave his affidavit and reiterated his averments made in claim statement. He has stated therein that after his termination fresh hands were appointed but he was not considered for reemployment. He has averred that beside him there were two other sub staff and he was doing the duties of farrash against a regular vacancy caused by promotion of Shri Vijai Shanker Rai to the post of clerk cum cashier. Before promotion of Shri Vijai Shanker used to work as cash peon and the other peon Shri S. K. Pande was working as daftri cum peon and he himself was doing other regular duties of peon cum farrash i.e. taking out books and ledgers from the record room to keep it on the respective counters and put them back besides cleaning counter chairs table etc. and other furniture of the bank. Besides all that work he used to work as water boy and used to go to post office and clearing house.

8. The management contention that Yogesh Ram was appointed in the leave vacancies of Shri S. M. Pande on 25-9-80 stands repelled from the photo copy of the management letter Ext. M-1 in which the name of person in whose place he was appointed temporarily is blank. No doubt it seems that temporary appointment is made for 5 days i.e. 25-9-80 to 29-9-80. Temporarily vacancy of Shri Vijai Shanker Rai took place on 29-9-80 the management instead of terminating the workman allotted him to continue though a requisition was sent to employment exchange on 19-12-80 for which a name of scheduled caste candidate asked for from the employment exchange to fill up permanent vacancy. The management appointed Shri Jagdamba Prasad Tewari in the permanent vacancy caused by promotion of Shri Vijai Shanker Rai as Shri Tewari had completed 240 days of service in one year. The management has not filed any of the subsequent appointment letter in leave vacancy to show in whose leave vacancy the workman was employed and under what circumstances he was allowed to work for 90 days till 23-1-81.

9. It is common ground that no termination letter, no notice or notice pay or compensation was given to the workman when his services were terminated. According to the workman fresh hands were employed but he was not considered for appointment. It is not denied that new hands were appointed and new branches were opened but the employment were made by zonal office, there being no document to show that he was in the specific leave vacancy of some one and he was doing the duty of sub staff which was the work of permanent nature. At least there was work of permanent nature of a sub staff which Vijai Shanker Rai was doing prior to his promotion and on which post ultimately Shri Jagdamba Prasad Tewari was given permanent appointment. Even if the workman was working in place of Shri Vijai Shanker Rai on his promotion from 29-9-80, he will not become permanent in view of provision of para 20.8 of the Bipartite Settlement as he was not appointed to fill up permanent vacancy and even if he worked on that place his temporary status will not become permanent after expiry of 90 days. Para 20.8 of the bipartite settlement would be attracted only when the workman would have been ultimately selected for permanent appointment on that post. Utmost he was a temporary employee under definition given in para 20.7 of the bipartite settlement as he was appointed on temporary vacancy caused by absence of a particular permanent workman. The counsel for the workman drew my attention to the law laid down in Jaswant Sugar Mills Versus Badri Pd. 1961 I LLJ page 649 SC wherein permanent workman defined thus :

A workman engages on a work of permanent nature lasting throughout a year and who has completed his probationary period, if any, not being one engaged to fill in a temporary need of extra hands on permanent jobs i.e. in leave vacancy.

10. The workman here was initially employed in leave vacancy and allowed to continue to discharge temporary need of the extra hands on permanent jobs till a permanent appointment is made. In the instant case the workman at the worst was allowed to continue to fill in temporary need of extra hand on permanent job till a permanent appointment of Jagdamba Pd. was finally made on the post.

11. In the instant case a work of permanent nature done by temporary workman, such workman would be deemed to be a temporary workman and before completion of 240 days they will be entitled to be terminated according to law i.e. by making 14 days notice under para 522(4) of Sastri Award and that they will be further entitled to be employed when even fresh hands was appointed.

12. It is common ground that new branches were opened by the management but the workman was never called for appointment. The representative for the workman has drawn my attention to the ruling *Shri Gaftar Versus Union of India and others* Civil writ case No. 1850 of 1980 wherein it was held thus :

Rule 77 requiring maintenance of seniority list of workman has been included in the rules so that the object of 25-G of the Industrial Disputes Act may be effectively achieved. The minimum time of 7 days allowed for this purpose is not unnecessary long for the workman should get an adequate opportunity to scrutinise the correctness of the seniority list before he is thrown and viewed from this angle, it should be held that the requirement mentioned in R 77 is mandatory and its violation confers on order of retrenchment illegal.

13. The representative for the workman had further drawn my attention to the rulings.

1978 lab I.C. 523 (Allahabad) LIC cases.
1961 II LLJ 110 Cawnpore Tannery case
1966 I LLJ 254 (Delhi) Matter and Philips.

14. Thus in view of the law and observation discussed above, I hold that the termination of the workman is void ab initio, and is liable to be set aside. Under the circumstances it is held that the action of the management of Allahabad Bank in relation to their Yusufpur Branch, District Ghazipur, in terminating the services of Shri Yogesh Ram, Sub Staff w.e.f. 23-1-81 is not justified. The result is that the workman be reinstated in service with full back wages.

15. I, therefore, give my award accordingly.

16. Let six copies of this award be sent to the Government for its publication.

Dated : 12-3-1986.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/49/83-D.II(A)]

का.आ. 1523 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-1986 को प्राप्त हुआ था।

S.O. 1523.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of Union Bank of India, Kanpur and their workmen, which was received by the Central Government on the 20th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Reference No. L-12012/47/85-D.II(A) dt. 22-11-85

Industrial Dispute No. 273/85

In the matter of dispute

BETWEEN

Shri Shiv Shanker & Ganga Prasad C/o. Deputy General
Secretary UP Bank Empl. Union 26-11-A Patkapur,
Kanpur.

AND

The Regional Manager Union Bank of India Pandu
Nagar Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/47/85-D. II(A) dt. 22-11-85, has referred the following dispute for adjudication to this tribunal;

Whether the Supersession of the two workmen of Union Bank of India, Shri Shiv Shanker & Ganga Prasad caused by the promotion of one junior workman Shri Ram Autar to the allowance carrying post of daftri w.o.f. 16-11-83 by the Regional Manager, Union Bank of India, Kanpur, is justified? If not, to what relief the workmen are entitled.

2. In the instant case the workman has filed its statement of claim and 27-1-1986 was fixed in the case for filing written statement by the management. On that day management moved an application for adjournment application for filing w.s. in the case which was allowed and 28-2-86 was fixed for w.s. On 28-2-86, the representative for the workman moved an application withdrawing the case of the workmen on the plea that an understanding have been arrived between the management and union over the disputed point and management is agreed to fulfill their demand, hence this application is being moved with a request to decide the case in the light of the facts mentioned in the said application.

3. On the same day i.e. 28-2-86 it was ordered that the union application to drop the proceedings as union is not interested in prosecuting it. Manag. representative is present. Case is decided accordingly being not pressed and computation is made zero. Later it was pointed out to me that it is not an LCA but an ID under the circumstances no dispute award be sent to the Government.

4. I, therefore, give my award accordingly.

5. Let six copies of this award be sent to the government for its publication.

Dated : 11-3-86

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/47/85-D.II(A)]

का.आ. 1524 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक द्वारा, के प्रबंधन से सम्बद्ध नियोजकों और उसके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-1986 को प्राप्त हुआ था।

S.O. 1524.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India, Agra and their workmen which was received by the Central Government on the 20th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 212/1983

Reference No. L-12012/221/82-D.II(A) dt. 28-6-83.
In the matter of dispute,

BETWEEN

Shri Virendra Singh C/o. Shri V. K. Gupta 3/363
Namnair Agra.

AND

The Regional Manager, Region No. I, State Bank of
Indian Regional Office Lauries Hotel, Agra.

APPEARANCE :

Shri V. K. Gupta representative—for the workman.

Shri P. K. Gupta representative—for Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. I-12012/221/82-D.II(A) dt. 28-6-83, has referred the following dispute for adjudication to this tribunal;

Whether the action of the management of State Bank of India, Region No. I Agra in relation to their Firozabad Branch in terminating the services of Sri Virendra Singh sub staff from 9-6-82 AN is justified? If not, to what relief is the workman concerned entitled?

2. The case of the applicant is that he was appointed as guard against regular and permanent vacancy on 4-8-80 and worked continuously till 10-6-82, when his services were illegally and abruptly terminated on 10-6-82 by letter dated 10-6-82, that the workman was not allowed to complete 240 days whereas other persons employed during the intervening period and this was done with a malafide intention to deprive the workman of the opportunity of permanent absorption. The bank did not follow the provision of last come first go of the I.D. Act and that even after his termination other persons were appointed as guards, thus provision of section 25G and H of the Industrial Dispute Act were contravened. In the end the workman alleged that the provisions of para 493, 495, 522(4), 522(5) and 524(1) of Sastri Award were also violated by the bank management and the workman has consequently prayed that he be reinstated in service with full back wages benefits and continuity of service.

3. The management has contested the case on the ground that the workman worked continuously from 4-6-80 to 10-6-82 or that he was appointed against regular and permanent vacancy. It is however, admitted that his appointment was made in relief arrangement and the provisions of retrenchment does not apply in his case and further that the provision of section 25G H of the Industrial Dispute Act are not attracted as that none of the provisions of sastri award applies to the facts of the present case.

4. From the joint inspection report filed, it appears that the workman worked as guard during the year 1980 to 82 in all 198 days and that the workman was paid letter dt. the year 1981 and that though the termination letter dt. 10-6-82 was there, there was no appointment letter, no service

book and no register of temporary guards were made available.

5. Shri V. K. Pushp Regional Manager Region-I State Bank Of India, Agra gave his evidence on affidavit. He has denied that the workman was ever appointed against permanent vacancies and further that he does not possesses exemplary character for absorption in the management bank. Vide Branch Manager's letter No. RM/25/156 dated 10-6-82, a copy of the said letter has been filed by the workman and the same does not mention anything about the character. He has no knowledge if his appointment letter was issued or not. He has further stated that in the termination letter no reason for termination was stated, he further admitted that 14 days notice was not given to the workman and that no 14 days pay in lieu or 14 days notice was given to the workman.

6. On the other hand workman Shri Virendra Singh has filed his affidavit evidence supporting the averments made in the claim statement. He has stated that he was appointed in place of permanent Hawaldar who had retired and not on leave arrangement. He has denied that he was called for duty only when permanent guards goes on leave. If it was really so the workman should have summoned the relevant records regarding retirement of permanent hawaldar guard and that he was appointed in his place from that very date. There are set norms for appointment of a permanent sub staff i.e. educational qualification experience, exemplary character in case of Ex-Serviceman etc. The workman has failed to show that he was appointed in place of hawaldar and fulfilled the required criteria for a guard and was continued as such. The very fact that during a span of about 2 years from 80-82 the workman only worked for 198 days and was paid bonus for the year 1981 only, that his appointment was not continuous but with breaks. From all this it emerges that his appointment was not permanent but as temporary and may be too in relief arrangement as averred by the management though no document has been filed to show as to in whose leave arrangement the workman was engaged to work.

7. The management has argued that the workman was governed by the Sastri Award as modified by Desai Award Emphasis is laid on para 16.9 of the Desai Award where it has been laid down that persons who are casual employee and who are employed to do job work or excluded from the operation of award. It is true that job workers will not be workman within the meaning of the industrial dispute act as they are employed for a particular job for specific period and on daily wages, but persons who are called casual employees may be employed in the banking industry to give relief to permanent employee in case of leave etc. Such casual employees though called as such will not be a job workers or casual workers not connected with the banking industry but may be called as casual bank employee about whom reference is also made under section 25-C of the I.D. Act dealing with the right of workman i.e. laid off compensation badli workman and casual workman have been excluded. This suggests that the I.D. Act also recognises that in the industry workman are employed and are given name as casual or badli one who works as substitute in leave arrangement is badli workman and a casual workman would be temporary workman if work is taken from him in the banking industry, if the work is taken from him outside the purview of the banking industry such workman would be called not temporary workman but casual workman entrusted with job work. Considering this practice of employing badli or casual or temporary to take work in the banking industry for long durations such as for years with the obvious object of depriving them of the status and privilege as permanent workman has been given at serial no. 10 of 5th schedule recently added as one example of unfair labour practice.

8. Thus by whatever name the management calls the workman who was engaged in the bank as guard may be for 198 days from 4-8-80 till 10-6-82 during span of one year 10 months he would be nothing but temporary workman as given in para 20.7 of the bipartite settlement and would

be entitled to all benefits under the bipartite settlement as well as I.D. Act. Shastri Award para 522(4) provides 14 days notice of termination in case of temporary employees which having not done in the instant case nor 14 days pay was given, the termination would be illegal on that count alone.

9. Further admittedly no notice appointment letter was given and no register of temporary employees showing seniority has been maintained. The management's contention is correct that section 25F of the Act will not apply to the facts of the present case as the workman has admittedly not completed 240 days of work in a span of 12 consecutive months but the workman would be entitled to the rights given under para 25 G and H of the I.D. Act which is not dependent on completion of 240 days in a span of 12 calendar months and for which the only criterion is retrenchment. The definition of retrenchment is given under section 2(oo) which lays that retrenchment means termination by employer of the service of a workman for any reason what so ever thus every termination would be called retrenchment and if the principles of last come first go has been infringed and again the terminated workman has not re-engaged or offered employment when fresh new hands were recruited there would be infringement of this section and if those mandatory provisions have not been complied with, again the termination would be illegal. The management has not specifically denied that after termination of the workman no new hands were engaged or that persons appointed after the appointment of workman were not continued on the date the workman was terminated i.e. on 10-6-82. The management has not specifically denied the averments of paragraph 3 of the claim statement that other persons were employed during the intervening period or that persons employed after his appointment were still there in the service on the date of his termination as averred in para 6 of the claim statement or that new hands were appointed after the termination of the workman.

10. In these circumstances and further contravening the mandatory provisions of law, the termination being illegal the workman has to be reinstated in service as temporarily with full back wages.

11. I, accordingly hold that the action of the management of State Bank of India Region No. I Agra in relation to their Firozabad Branch in terminating the services of Shri Virendra Singh sub staff from 9-6-82 is not justified. The result is that the workman is entitled to be reinstated in service with full back wages.

12. I, therefore, give my award accordingly.

13. Let six copies of this award be sent to the Government for its publication.

Dated : 14-3-86

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/221/82-D. II(A)]

नई दिल्ली, 1 अप्रैल, 1986

का.प्र. 1525 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, भारतीय स्टेट बैंक, कानपुर के प्रबंधक से सम्बद्ध निगोशियों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर में पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-1986 को प्राप्त हुआ था।

New Delhi, the 1st April, 1986

S.O. 1525.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the

industrial dispute between the employers in relation to the management of State Bank of India, Kanpur and their workmen, which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT KANPUR

Reference No. L-12012/220/84-D.II(A), dt. 27-4-85

Industrial Dispute No. 244 of 1985

In the matter of dispute.

BETWEEN

Shri Vidya Prakash Bajpai S/o Shri Durga Prasad
Bajpai 32/88 Purani Sabji Mandi, Guntani Mohal,
Kanpur.

AND

The Regional Manager, State Bank of India, Main Branch
Kanpur, The Mall, Kanpur.

APPEARANCE :

Shri S. N. Sharma—for the workman.

Shri A. S. Saxena—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-12012/220/84-D. II(A) dt. 27th April, 1985 has referred the following dispute for adjudication to this Tribunal;

Whether the action on the part of the management of the State Bank of India, Kanpur, in terminating the services of Shri Vidya Prakash Bajpai, messenger, w.e.f. 27-9-1983 is justified? If not, to what relief is the workman entitled?

2. It is common ground that the workman was a confirmed employee of the management bank and was working as sub staff at management's Mall Road Branch Kanpur. In July 76 it was found that on the basis of 2 missing railway receipt from the bank delivery of consignment was taken. The matter was promptly reported to the police authorities for investigation and FIR was lodged on 24-7-76 and 29-7-76 respectively. On the basis of investigations the workman Shri Vidya Prakash Bajpai was arrested by the police on 6th August, 76 later the police submitted final report in the two cases and the cases were closed and the management consequently revoked his suspension and took him back in service. On 19-6-79 the bank's decision to revoke the suspension and to take him back on duty was communicated to the workman without prejudice of bank's right to proceed against him by way of departmental action. The bank management became doubtful about the integrity of the workman and thinking that it would not be expedient to retain workman in bank's service any more as no confidence could be reposed in him, it was decided to discharge him under para 522(i) of the Sastri Award by giving him three months notice and retrenchment compensation. He was consequently discharged on 27-9-83 by giving wages in lieu of notice and legal benefit and valid.

3. The workman has taken the plea that his juniors have been retained in service and his services were terminated which is violative of the provision of law. Further he was discriminated as persons who appeared in the examination alongwith him who were promoted as cashier were as his services were terminated. That his termination is not termination simpliciter but is dismissal for which no reasonable opportunity for defence was allowed to him. That the workman was not reinstated after final report but was provisionally reinstated subject to departmental proceedings and result is that his termination order involves stigma as his services have now been terminated on the ground of unsuitability.

4. Management has, however, averred in the written statement that while the workman was posted in the bills section of State Bank of India main branch, Kanpur, two bills/ instruments were received for collection (i) from Bombay dt. 7-5-76 for Rs. 4577.91 drawn on M/s. Mohan Lal Vinod

Kumar convey consignment of cotton textile, (ii) of Champaran Branch for Rs. 2014 received on 3rd July, 76 drawn on one R. N. Sharma alongwith original Railway Receipt when the parties concerned enquire about fate of the aforesaid bills, necessary enquiries were made and it was revealed that the aforesaid railway receipts were missing and delivery of both the consignment covered by aforesaid bills/document were taken from the railway by some fictitious person by making forged endorsement on the relative railway receipts purported to be on behalf of the bank on which FIR was lodged promptly. Police authorities later on discovered that both the aforesaid consignments were taken delivery of by one Shri Rajendra Prasad brother of the workman, the police arrested both the workman and his brother considering that without collusion and conspiracy the pilferage would have been possible. The police could not collect adequate evidence against the workman for initiating criminal prosecution and consequently submitted final report. The management taking into consideration various circumstances including the reports published in news papers about the alleged confession of workman before the police authorities, the management came to a bonafide conclusion that integrity and bonafide of the workman was doubtful and decided that it would not be expedient to retain him in service as no more confidence could be reposed in him.

5. In the rejoinder the workman has averred that dak and particularly registered dak was received by the clerk concerned, the two envelopes containing the two consignments RR might have been received by the clerk concerned and has denied to have received the two RRs.

6. In support of its case the management examined Shri R. C. Khatri a officer of the management bank and acquainted with the facts of the present case. He has stated that in July 76, the workman was charge sheeted for borrowing money from public and other financial irregularities in which he was issued the warning. That in the year 1976, he was working at the central dak section at managements main branch at Kanpur wherein the entire dak including documents, bills cheques were received. As per practice/procedure prevailing in the branch, the workman not only enjoyed full access to the said papers/instruments as and when received in the section but was himself required to handle and carry such papers in the course of his duties, in this way he was holding a position of absolute confidence in the bank. That it was during his tenure that the two bills were received and were found missing for which first information report was lodged and police discovered during the investigation that the delivery of the consignment RR of which were missing from the bank were taken delivery of by one Rajendra Prasad own brother of the workman whereby collusion inferred without which it could have been possible, the workman and his brother were consequently arrested on which bank suspended the workman, the police authorities after enquiry failed to collect the evidence against the workman for initiating criminal proceeding the case was closed. The management revoked the workman suspension without prejudice of banks right to proceed by way of departmental action. Management in view of the circumstances and the reports of alleged confession by the workman recorded in papers it came to the conclusion that integrity and bonafide of the workman was doubtful and it was on that account that his services were discharged under para 522(i) of the Sastri Award on the ground of loss of confidence.

7. In cross examination the management witness has admitted that the postal registered letters are received by the incharge of the department under his signatures and that he had no knowledge as to who received the two controversial postal registered letters about which FIR lodged. He stated that after opening the same the persons who received it marks to the particular section or officer. He further admits that registered letters are entered in concerned dak register and open registered letters are sent with the register to the concerned department. He has no knowledge if the two letters are registered in the register or not. Regarding the loss of confidence in the workman besides the bank papers and news paper report he stated that there circumstances. According to him the circumstances show that the workman was working in that department i.e. Central Dak receiving section as peon and his real brother Rajendra Prasad has

taken the delivery of the goods and certain writing of Rajendra Prasad resembled with the hand writing of RR by endorsement coupled with acceptance of the guilt with the police are the grounds and police could not prosecute him for want of total evidence. He further stated that comparison of hand writing was made by police and he was saying so on the basis of police report.

8.4 The workman also gave his affidavit evidence denying the management allegations and supporting his case of the claim statement. In cross examination the workman has admitted that in May 76 he worked as messenger in SBI main branch at Kanpur. He admits that Rajendra Prasad is his real brother though he lives separate from him. He admits that his brother had got a cloth shop. He has no knowledge about publication of any news items in news paper after his arrest by the police and learnt about it only when he released from Jail.

9. The termination letter paper no. 4 filed alongwith list dt. 9-5-85 dated 27-9-83 speaks that termination is only in terms of para 522(i) of the Sastri Award. In the said para of the award it is laid down that the termination of a permanent employee may be terminated on payments of 3 months pay. Termination apparently, the simplicitor and when an industrial dispute is raised the industrial court are entitled to go into the details of termination and find out whether it is a simplicitor as services no longer required being the junior most or on account of any mala fide intention which resulted in loss of confidence. In Central Bank of India Vs. J&K II L.J 1968 page 646, wherein it was laid down thus;

that the form of order by which employees services were terminated would not be decisive. Industrial adjudication would be entitled to examine the substance of the matter and decide whether the termination is in fact discharge simplicitor or it amounts to dismissal which has put on the dock of a discharge simplicitor. If the industrial court is satisfied that the order is punitive, that it is mala fide or it amounts to victimisation or unfair labour practice it is competent to set aside the order and direct the reinstatement.

10. The representative for the workman has further drawn my attention to the ruling laid down in Chandu Lal Versus Management of Pan American World Airlines 1985 SC cases 1485 535 wherein it was held that if the termination of service is grounded upon conduct adjudging stigma of the workman disciplinary proceedings are necessary as condition precedent to infliction of termination as a measure of punishment. In the above quoted ruling it was further held that want of confidence in an employee point out a adverse facet in his character as the true meaning of the allegations is that the employee has failed to be have upto the expected standard of conduct which has given rise to a situation involving loss of confidence this amounts to dereliction on the part of workman.

11. This dereliction of duty is minor misconduct for which he should have given charge sheet. The management witness has stated for loss of confidence in the workman besides the news paper report there are circumstances. Those circumstances should have come by way of evidence before the workman in a domestic enquiry of which he could have arrived to rebut by adducing the defence. If there was no circumstances regarding the registered envelopes containing two RR connected with the workman and showing neglect of work or neglect in performing duties again, the same should have been proved by way of charge sheet. The statement given by Shri R.C. Khatri management witness specifically establishes that his termination was not on the ground of last come first go but on account of some stigma for which a domestic enquiry was must as the termination was grounded upon conduct attaching stigma.

12. It has further come in evidence that the service of the workman were terminated while junior were retained. In the case of Shri K. C. Joshi Vs. Union Of India 1985 SC Cases L.S page 656 wherein it was held that on facts

real motive being to dispensed because of his trade union activity termination order is stigmatic punitive arbitrary and by way of victimisation in the absence of prior enquiry in accordance with natural justice, principal order is invalid.

13. In these circumstances, the termination of the workman being stigmatic, the termination is void and is liable to be set aside. The result is that the action of the management bank of S.B.I. Kanpur, in terminating the services of Shri Vidya Prakash Bajpai, messenger, w.e.f. 27-9-83 is not justified. The result is that he shall be reinstated in service with full back wages.

14. I, therefore, give my award accordingly.

15. Let six copies of this award be sent to the government for its publication.

Dated : 12-3-86.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/220/84-D. II(A)]

का. घा. 1525 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अधिनियम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-86 को प्राप्त हुआ था।

S.O. 1526.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Ahmedabad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of State Bank of India, and their workmen, which was received by the Central Government on the 17th March, 1986.

BEFORE SHRI S. K. KADRI, B.A., I.L.B., PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT AHMEDABAD

Reference (ITC) No. 16 of 1985

Adjudication

BETWEEN

Management of State Bank of India, Ahmedabad.—
First Party.

AND

Their workmen.—Second Party.

In the matter of termination of services of Shri Brijpal Singh S. Rajput.

APPEARANCES :

Shri M. J. Sheth—Advocate for First Party &

Shri T. R. Mishra—Advocate for Second Party.

AWARD

Dated : 12-2-86

The Industrial Dispute between the Management of State Bank of India, Ahmedabad and their workmen has been referred by the Government of India, Ministry of Labour, Order No. L-12012/195/82-D.II(A) dt. 12-2-1985 for adjudication of the following dispute to the Industrial Tribunal, Ahmedabad u/s. 10.1(d) of the Industrial Disputes Act 1947 and that has come to be allotted to this Tribunal:

“Whether the action of the management of the State Bank of India, Ahmedabad in relation to its Naranpura Branch under the control of Regional Manager, Region-I, Ahmedabad, in terminating the

services of Shri Brijpal Singh S. Rajput with effect from 12-12-1981 and not considering him for further employment while engaging fresh hands is justified? If not, to what relief is the workman concerned entitled?”

2. The workmen concerned in this reference Shri Brijpal Singh S. Rajput with his learned advocate Shri T. R. Mishra give pursish ex. 53 stating that the First Party Bank has issued appointment in respect of Shri Rajput initially for 30 days and it is likely to continue beyond 30 days on temporary basis and his regular absorption depends upon the future vacancies in the Bank and in view of that the workman does not press for the demand made in this reference.

3. Shri M. J. Sheth, learned advocate for the bank has also signed this pursish ex. 53 and it is also signed by Personnel Officer under seal of the bank and the workman as also the learned advocates admit their signatures on ex. 53.

4. In view of the above I dispose off this reference as the demand made not pressed meaning withdrawn.

5. As per S. 10(2A) the Tribunal was required to submit its award within a period of 3 months but it is regretted that there was some delay. In the first place it appears that there was delay because of the correspondence between the office of the Tribunal and the Ministry of Labour, New Delhi and actually the proceedings commenced before this Tribunal from 1-10-1985. The bank submitted its written statement quite late. Time was also taken by the parties for evidence seeking adjournments from time to time mostly on the workmen's side. All the same the matter seems to have been amicably settled.

Ahmedabad : Dated 12-2-1986.

S. K. KADRI, Presiding Officer
[No. L-12012/195/82-D.II(A)]

का. घा. 1526 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-86 को प्राप्त हुआ था।

S.O. 1527.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Kanpur and their workmen which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT KANPUR.

Industrial Dispute No. 196/1984

Reference No: L-12012/124/82[D-II(A)] Dt. 19-7-1984
In the matter of dispute between ;

Shri Tikam Singh C/o The General Secretary, UP Bank of Baroda Employees Union Central Office, C/o Bank of Baroda, Latouch Road, Kanpur.

AND

The Regional Manager, Bank of Baroda, Hazaratganj, Lucknow.

APPEARANCE :

Shri V. V. Mangalvedkar—representative for the Workman.

Shri A. N. Verma—representative for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/124/82-D.II(A), dt. 19th July, 1984, has referred the following dispute for adjudication to this Tribunal;

Whether the action of the management of Bank of Baroda in terminating the services of Shri Tikam Singh, peon at Agra Branch w.e.f. 21-9-1978 is justified? If not, to what relief is the workman concerned entitled?

2. It is common ground that the workman Shri Tikam Singh was appointed as sub-staff (Peon) at management's Agra Branch with a probation period of six months on 23-12-77 which was to end on 23-6-78 but his probation period was extended for another 3 months say till 23-9-78, his services were terminated within the period i.e. on 22-9-78 of extended period as one day before on payment of one month's salary in lieu of notice.

3. The termination letter dt. 21st September, 1978 states as follows;

As per terms and conditions of the appointment letter we under instruction from R.M., hereby terminate your services w.e.f. 22-9-78. A pay order No. 12/581 dt. 21-9-78, for Rs. 380-85 towards one month's pay and allowances in lieu of notice is attached.

4. The appointment letter dt. 15-12-77, in which one of the service condition was as follows;

You will be on probation for a period of six months, it may be extended by bank on its discretion. Please note that during the probation period your services are liable to be terminated by one month's notice or on payment of one month's pay or allowances in lieu of notice.

If on the expiry of the period of probation your work and conduct etc., are found satisfactory and provided you are found medically fit you will be confirmed in the bank's service.

5. The letter dt. 19-6-78, extending the probation of three months whereby he was informed as follows;

We have regretful to inform you that your work during your probation periods has not been found to be satisfactory.

6. The workman has averred that at no time he was advised about his unsatisfactory nature of work with a view to make it satisfactory and acceptable and that no enquiry was held for alleged unsatisfactory work. One of the reasons for this termination which the workman calls victimization is that he was a member of the sponsoring union of which the management was clerical and has also averred that the said termination was illegal as his termination was done without giving him retrenchment benefit as he has completed 240 days of services.

7. The management alleges that the termination of the workman was made under para 522(1) of the Sastri Award; that during the course of probation period the work and conduct of Tikam Singh was not found to be satisfactory and as such the probation period was extended. It is further averred that in the letter of extension of probation it was specifically stated that if during the extended period his work was not found to be satisfactory he would not be confirmed and his services would be terminated and that despite this chance the workman did not show any improvement, thus it can not be said that no opportunity was given to him and that no enquiry was held or required since the termination was on account of unsatisfactory work and performance of work during the extended period for which he had already been given ample opportunity to improve. In the rejoinder also the workman reiterated that at no point of time the workman was

advised about unsatisfactory nature of work and what was conveyed was the displeasure and not the reasons or details of the unsatisfactory work in order to enable the workman to improve his work and conduct.

8. In the rejoinder the workman came out with a case that reason for displeasure was demand to render personal service to the manager which the workman was unable to render. It is also mentioned that at the time of termination of his service he was not paid his salary from 1-9-78 to 22-9-78. It is again reiterated that the details of his unsatisfactory work were never revealed to him.

9. The workman has raised a new point that he required to do the domestic work of manager. If this was so he should have come out with this case in statement of claim and not by way of rejoinder which is simply to explain the circumstances appearing in the written statement.

10. In support of their respective claim management has filed the affidavit of Shri H. P. Dhoosa, Regional Manager, Bank of Baroda and the workman has examined himself and one Shri Ghanshyam Pande on affidavits.

11. In cross examination Shri Dhoosa management witness has deposed that his failure as reported to us and as per record is that he had not been able to recognise different types of register and his behaviour with the customer was also reported to be not proper. His probation period was extended indicating that he must improve his behaviour and working. He admits that there is nothing on record to show that he was given any instruction to improve besides the letter extending probation period. He further admits that during extended period there is nothing on record to show that he was conveyed about failure of his working and behaviour. Though we had been getting monthly reports from the manager, his services were terminated by the branch manager under the instructions of the Regional Manager and that instruction must have been conveyed telegraphically by the branch manager or in writing to the Regional Manager. He admits that he had not come across to know such writing, he admits that whenever telegraphic message are given it is confirmed in writing by the Regional Manager, but in this case he has not come across any as such.

12. Workman Shri Tikam Singh has stated about working at the house of the then branch manager Shri R. L. Jain from 9 a.m. in the morning to 9.30 a.m. and then again from 5 p.m. in the evening and upto 8 p.m. He has further stated that the management had told him that if he did not work at his house his services would be terminated. If this was a fact, the workman should have told this fact to the union which sponsored the case in order the management to refute it and produced the branch manager Shri R. L. Jain to refute it on oath. I am not inclined to believe this story of working at manager's house. On similar ground, I am not inclined to believe the evidence of Shri Ghanshyam Pande. If R. L. Jain, the then branch manager of Agra Branch, had forewarned him that his services could be terminated if he did not work privately at his house, he should have raised hue and cry right then by moving application to the higher authorities of the management bank. If witness Shri Ghanshyam Pande was in know of the facts he should have raised objections through union, thus witness Ghanshyam Pande in the absence of any document or overtact done earlier is not worthy of reliance.

13. Now coming to the point of termination of the petitioner. In the general civil law a master is at liberty to terminate the services of his employee for unsatisfactory work and conduct during the probation period, but under the industrial law it is not so where such termination have to be tested on the anvil of malafide and malice. I am supported in my above contention from the law laid down in Central Bank of India, Versus Jammu and Kashmir, 1968, II LLJ page 646 where it was;

Held:

Where an order of discharge passed by an employer is such which gives rise to an Industrial Dispute, the form of the order by which the employees

services are terminated would not be decisive. Industrial adjudication would be entitled to examine the substance of the matter and decide whether the termination is in fact a discharge simplicitor or it amounts to dismissal which has put on the clock of a discharge simplicitor. If the industrial court is satisfied that the order is punitive, that it is mala fide or it amounts to victimization or unfair labour practice it is competent to set aside the order and direct reinstatement.

The word satisfactory means good enough for the purposes and satisfactory work means doing of work entrusted which could be called good enough for the purposes. Conduct involves outward behaviour i.e. manner of directing and managing affairs. Under the bipartite settlement para 19.7 (c) amongst examples of minor misconduct also comes neglect of work or negligence in performing duties and under the same para sub-clause (j) failure to show proper consideration, courtesy or attention towards the officer, customers and other members of the bank, unseemingly or unsatisfactory behaviour while on duty is also a misconduct minor in nature. Thus if the workman is found to have been gully on any of these counts he could have been punished after proper enquiry, between unsuitability in misconduct, there is very then partition which divide their bounds. If the workman was unable to differentiate between the different register as deposed by Sri Dhoosa management witness, he should have been specifically told about it to improve in his working. Similarly on the point of behaviour he should have been intimated to improve giving reference to his improper behaviour. Management witness has admitted that every month report of his failure of his working and behaviour were given by the manager to the Regional Manager, those reports should have been filed to show that about the management's subjective satisfaction, if this report did not come in the category of misconduct but only in the category of unsuitability. In the absence of any such thing on record it can not be said that the work and conduct of the workman was not satisfactory.

14. There is yet another point, the permanent employment of sub-staff was given to the workman by the regional manager and only he could have been terminated his services. The termination order says that his termination was being brought about to end under the instructions from the regional manager, those instructions whether in writing or telephonically which must have been confirmed later on have not been filed and prove in the instant case, hence the termination letter given by the management allegedly under the instructions of the regional manager can not be called to be a termination by the regional manager, the termination is rendered illegal on this count also.

15. I do not agree with the contention of the workman representative that before expiry of probation period termination is illegal as it is specifically laid down in the terms and condition in the appointment letter that during the probationary period services are liable to be terminated by one months notice or one months pay in lieu of notice. Had there been any stipulation to that effect then at the end of six months period, the employer can either confirm him or can terminate his services because his services found unsatisfactory.

16. The last point has been urged before me regarding none payment of retrenchment compensation as the workman had completed 240 days of work in one continuous year. The termination of the service of the workman for any reason what so ever is retrenchment. Admittedly he had put in more than 240 days of work in one calendar year and he was terminated just one day before completion of 9 months service, thus the workman swam in the ambit of section 25 also by efflux of time and at the time of termination he should have been given retrenchment compensation as required under section 25F of the I.D. Act which was admittedly not done and thus the termination of the workman would be illegal on this count also.

17. In these circumstances, and for the reasons is discussed above, I hold that the action of the management of Bank of Baroda in terminating the services of Shri Tikam Singh, peon at Agra Branch w.e.f. 21-9-78 is not justified

and the workman is entitled to be reinstated with full back wages.

18. I, therefore, give my award accordingly.

19. Let six copies of this award be given to the Government for publication.

11-3-1986

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/124/82-D.II(A)]

का. घा. 1528 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, दम्बुध में विनिश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधीकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24 मार्च, 1986 को प्राप्त हुआ।

S.O. 1528.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Allahabad Bank, Allahabad and their workmen which was received by the Central Government on the 24th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 191/84

Reference No. L-12012/27/1984-D.II (A) dated 17-7-84
In the matter of dispute between :

Shri Vinod Kumar C/o Shri P. N. Tewari, Authorised representative of the workman 165 Sobatiabagh Allahabad.

AND

The Deputy General Manager, Allahabad Bank, Hazarat Ganj, Allahabad.

APPEARANCE :

Shri Rajeev representative—for the Management.

Shri V. N. Sekhri—for the workman.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/27/84-D II (A) dated 17-7-1984, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Allahabad Bank, Lucknow in relation to their Alopibagh Branch, Allahabad in terminating the services of Shri Vinod Kumar, Peon-cum-Farash, w.e.f. 31-12-82 and not considering him for further employment as provided under section 25-H of the I. D. Act is justified ? If not, to what relief is the workman concerned entitled ?

2. The case of the workman is that he has worked in different branches in the management bank at Allahabad during the years 1975—82 and was terminated from service without issuing any reason. That he worked for 11 days in the year 75, 178 days in 78, 22 days in 79 and 198 days in 82, that he was lastly appointed on 17-6-82 in regular permanent vacancies at Alopibagh branch of the management and worked in that branch till 31st December, 1982 without any break, that the workman was not issued any appointment letter, though he was appointed in regular vacancies in the alternative if he was appointed as temporary peon-cum-farash, the management was required to make permanent arrangement within 90 days of his appointment but the same was not done, with a view to give him the benefit of para 20.8 of the bipartite settlement of 1966 that the management terminated the services of the workman w.e.f. 31-12-82 without giving any reason therefore

and also do not gave any termination letter or notice as required under paragraph 522 of the Sastri Award and that the management bank filled the vacancies of the workman by effecting permanent transfer of Shri K. N. Shukla from regional manager's office Allahabad to Alopibagh branch by terminating the services of the workman. That termination attracted provision of section 25-F of the I. D. Act, that the management did not observe principles of last come first go as envisaged in para 516 of the Sastri Award with due retrenchment compensation, thus the entire process of the termination of the workman was maland, unjust and illegal, that in view that the violation of the Sastri Award and the Industrial Dispute Act, the termination should be held illegal and the workman should be reinstated in service with full back wages.

5. The management contested the claim of the workman on the ground raising preliminary objection that the certificate is bad as no demand was made by the workman and that the court has no jurisdiction as the dispute is not covered by Industrial Dispute Act. The management has denied that the workman was never appointed in any permanent vacancy as a permanent employee but no was employed simply as casual labour and not in the regular vacancy of peon-cum-farash and he was simply engaged as casual labour for getting rain water rained out from the strong room of the branch. That as soon as the workman of draining out rain water from the strong room ended his engagement as casual labour has also come to an end. Thus there was no termination or retrenchment and the applicant is not entitled to any relief.

4. The workman has filed rejoinder to the written statement of the management reiterating the stand taken by him in statement of claim.

5. In its support the management has examined and filed affidavit evidence of one Shri K. N. Upadhyay, branch manager of the Alopibagh Branch. He has deposed in his affidavit that the workman was never employee in permanent vacancy of peon-cum-farash and that there was no permanent vacancies of a farash in the year 1982. He has further deposed that Shri Vinod Kumar was engaged as casual labour for temporary work for sprinkling water on khus and getting rainy water out from the strong room, that Shri K. N. Shukla was engaged to alopibagh branch as an additional hand. In his cross examination he has admitted that he was the branch manager of alopibagh branch in the year 82 and the workman concerned in all worked for 140 days in his branch including 139 days in 1982 and in 79 he worked for a single day, the witness has expressed his ignorance that the workman worked at Kalyani Devi, Sahitya Sammelan branch Allahabad in 1978 or 79. The witness denied that the workman worked in all 198 days during the period 17-6-78 to 31-12-82, rather he worked for 139 days regarding which he also files voucher, witness has further stated that he is not sure if the workman worked continuously for 90 days in one span, workman did not work in any leave vacancy witness has further expressed his ignorance if the workman was issued any appointment letter or termination letter or notice pay or retrenchment compensation was given to the workman or not and that he did not give any such appointment or termination letter nor paid him any compensation or notice pay. He has further stated that no service book seniority list or temporary employees register was maintained at our branch regarding temporary employee and that the workman was not given any benefit or allowances except the consolidated wages at the rate of Rs. 10 per day. He has further stated that after the termination of the workman no other staff was appointed.

6. On the other hand the workman has filed his affidavit evidence stating the case set out in the claim statement by him and has also filed 11 documents. Out of them management admitted Ext. W-6 and W-7. W-6 mentions that the two posts of peon-cum-farash were sanctioned in the branch during the year 1982 and that Shri U. S. Yadav and Sri Ram Abhilakh were employed as peon-cum-farash during the year 1982. It is further admitted per Ext. 7 that the workman was never appointed on regular vacancy of peon-cum-farash but was appointed simply as casual labour. The workman has filed photo copy of the certificate issued from Alopibagh Branch of the management bank marked Ext. W-1 showing that the workman was engaged as peon-cum-farash on daily wages at the rate of Rs. 10 per day on the following days. It relates for a period between 17-6-82 to 31-12-82 total 165 days. The workman has further filed a certificate of Kalyani Devi branch of the management bank at Allahabad

showing that during the period 1975-79 he worked on relieving vacancies of peon total work done for 182 days. Thirdly certificate from Sahitya Sammelan branch of the bank ext. 3 showing that during the span 78 and 79 he worked for 28 days on temporary vacancies. Thus this shows that the workman also in leave vacancy or temporary vacancies from 75 worked in 1978-79 and also worked for 165 days at Alopibagh branch of the bank. Admittedly no termination letter, no appointment letter and no notice pay was given to the workman at the time of termination. The workman averred in para 8 of the affidavit that he was appointed at Kalyani Devi when it was opened but after appointment of fresh hand Shri Ashok his services were terminated. He has deposed that he started work in Alopibagh branch and worked there continuously for 6, 7 or 8 months. He admits that when he was engaged the strong room was water lodged and at that time Umakant and Ram Abhilakh were permanent sub-staff. He has further stated that he was engaged in place of Shri Uma Shanker who was on leave for 7 or 8 months. He admits that for few months he was paid Rs. 10 per day but later he was paid at scale rate total month being about 500. In the end he admits that in alopibagh branch of the bank his brother Manoj Kumar was working and one Maikoo Lal in the branch was his uncle.

7. After cross examination of the witness the management representative gave an application stating out the reason for not admitting Ext. W-1 as its copy was not traceable in the management's record, total number of days were not given and the certificate does not bear full and usual signatures of the branch manager. The workman has proved Ext. W-1 on affidavit having worked for 165 days from 17-6-82 to 31-12-82. He has further deposed that initially he was paid at the rate of Rs. 10 but later he was paid scale rate and was getting Rs. 500 per month. This could have been ascertained from the management's ledger pay sheet or paid vouchers. I am not inclined to believe the objection that Ext. W-1 is false or forged document. In view of the seal letter head and alleged signatures when its falsity could have been proved from payment vouchers etc. The workman has failed to substantiate as to who was appointed after his termination on 31-12-82, rather the workman has admitted in cross examination that he was engaged in leave vacancy at Alopibagh Branch for 7 or 8 months in place of one Uma Shanker. There is nothing on record to show that even one Ashok was appointed at Kalyani Devi branch after his termination where he worked for 182 days in 1978-79 including 11 days he worked there in 1975. Even if he was appointed temporarily at the rate of Rs. 10 per day for passing out water from the strong room his subsequent continuance in the banking industry in leave vacancy on payment of scale rate as alleged will be nothing but temporary employee and not work of a casual labour in connection with the banking industry. This all shows that the workman was engaged as peon-cum-farash or as peon which is a job of banking industry and not extraneous work which could be called work of a casual labour not connected with the banking industry. Paragraph (bb) of section 2(oo) of the Industrial Dispute Act dealing with retrenchment will not apply to the facts of the present case as that clause was inserted w.e.f. 18-8-84 whereas the reference is of an earlier date.

8. There is no question of application of para 20-8 of the bipartite settlement as temporary workman was working at Alopibagh branch Allahabad in leave vacancies. Moreover, even if it was a temporary vacancy that by itself will not make him permanent/regular. For filling up that post the workman has to be eventually selected. The workman having admitted that he was working in leave vacancy it was not incumbent on the management in whose leave vacancy the workman was employed. If his appointment at Alopibagh was in leave vacancy there was no question of applying to principle of last come first go as given in para 507 of the Sastri Award or rule 77 of the Industrial Disputes Rules (Central) of sec. 25 of the I. D. Act. Management has admitted that (vide Ext. W-6) that in 82, there were two posts of peon-cum-farash at management's Alopibagh branch on which S/Shri Uma Shanker and Ramabhilakh were appointed as such. Workman has admitted that he was engaged in place of Shri Uma Shanker who was on leave for 7 or 8 months. Management witness Shri K. N. Upadhyay has stated that workman did not work in any leave vacancies but he has admitted that during the span 17-6-82 to 31-12-82, the workman worked for 139 days and was paid by payment vouchers. Even if that be so, he, having worked as peon-

cum-farash in the banking industry and not for any other work not connected with the banking industry his position was that of temporary employee and when terminated he should have been given 14 days notice as required under para 52(4) of the Sastri Award. There is nothing on record that new branches were opened by the bank and the workman being an ex-employee should have been given a change, under section 25-H of the I. D. Act. It may be so that new branches were opened but this fact has not come in evidence nor any question was put to the management witness to that effect.

9. In these circumstances, I hold that the action of the management of Allahabad Bank in relation to its Alopi Bagh Branch, Allahabad in terminating the services of Shri Vinod Kumar Peon-cum-farash w.e.f. 31-12-82 was not justified. There being no evidence that fresh hands were appointed at Alopi Bagh branch after his termination, the question of application of section 25-H of the act does not arise.

10. The result is that on account of illegal termination for want of notice, workman has to be reinstated in service with full back wages.

11. I, therefore, give my award accordingly.

12. Let six copies of this award be sent to the Government for publication.

Dated : 20-3-1986.

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/27/84-D.II (A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 31 मार्च 1986

का. आ. 1529 : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैस्टर्न कोलफील्ड्स लिमिटेड, पेंच एरिया, परासिया, जिला छिन्दवारा (म.प्र.) के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जलपुर के पंचाद को प्रकाशित करती है।

New Delhi, the 31st March, 1986

S.O. 1529.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the revised award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Pench Area Parasia, Distt. Chhindwara (MP) and their workmen.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/(62)/1985

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Pench Area, Parasia, District Chhindwara (M.P.) and their workman, Shri Ram Raksha, Tub-loader, represented through the Chhindwara Zila Koyla Khan Karamchari Sangh, Post Office Parasia, Distt. Chhindwara (M.P.) and Bhartiya Koyla Khadan Mazdoor Sangh, Main Road, Chandametta, Distt. Chhindwara (M.P.)

APPEARANCES :

For Union—Shri S. S. Sharma.

For Management—Shri S. M. Singh.

INDUSTRY : Coal Mines DISTRICT : Chhindwara (M.P.)

AWARD

Dated, the 20th February, 1986

This is a reference made by the Government of India in the Ministry of Labour in exercise of powers conferred by Section 36A(1) of the Industrial Disputes Act for interpretation of the Award given by this Tribunal in Case No. 47

of 1982, vide Notification No. L-22025(1)/84-D.V. dated 18th July, 1985. The relevant question as mentioned in the Schedule to the order of reference is as under :—

"Whether according to the Award dated 30th September, 1983 of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur (M.P.) in reference No. 47 of 1982, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated 5th November, 1983, the workman Shri Ram Raksha, Tub-loader was entitled to wages along with arrears which he was drawing at the time of regularisation as Trammer. His wage was Rs. 24.14 Paisa at that time, which was reduced to Rs. 16.35 at the time of regularisation. The management has paid the difference of wages. But according to the NCWA-II and III, the basic pay of the workman was increased to 26.95 and 36.20 respectively, hence whether the worker is entitled to difference of wages on revised/increased rates as above. If so, whether the action of the management in not giving the benefits of revised/increased scale of pay to the workman Shri Ram Raksha is justified? To what relief, if any, is Shri Ram Raksha entitled?"

2. The above Schedule contains all the facts required to interpret the Award dated 30-9-1983. Therefore parties did not plead any further facts.

3. The Schedule to the Reference Case No. 47/82 was as under :—

"Whether the action of the management of Western Coalfields Limited, Pench Area in relation to their Rawanwara Colliery in reducing the wages of Shri Ram Raksha, tub-loader from Rs. 24.14 P. to Rs. 16.35 P. with effect from the 1st April, 1981 when he was regularised as a trammer is justified? If not, to what relief the workman is entitled?"

My learned predecessor after pleadings, evidence and arguments of the parties passed the following award which is required to be interpreted :—

"(1) Ram Raksha would be entitled to the same wages which he was getting as a Tub-loader on regularisation.

(2) The arrears of wages would be paid to him.

(3) He would be entitled to Rs. 100 as costs."

4. In this award my learned predecessor has held that he has been asked to work as a Trammer at the orders of the management therefore they were paying him the same wages of a Tub-loader which he was getting before. This had been necessitated because there was shortage of personnel of trammers. On regularisation as a trammer in the time rated category of the job Ram Raksha wages could not be reduced. Impliedly he had agreed to do the job on the wages as he was getting before.

5. On behalf of the management it has been contended that he is only entitled to the same wages which he was getting as a Tub-loader on regularisation as directed in the award. Therefore the same wages have been paid to him. The workman is not entitled to the new revised pay scale of a Tub-loader as is being claimed by the workman.

6. On the other hand representative of the workman, Shri S. S. Sharma has contended that Tub-loaders as piece rated wages were getting Rs. 20.14 per day. From 1-1-1982, these wages were revised to Rs. 26.95 per day. Thereafter the wages were again revised on 1-1-1983 to Rs. 36.20 per day. Therefore the workman should have been paid wages with arrears as the revised pay scale. This has been opposed by the management on the ground that the award does not say that he is entitled to wages revised subsequent to the dispute raised in Reference No. 47/82.

7. In this connection it has been pointed out that the Reference No. 47/82 was dated 9th July, 1982. Statement of claim filed by the workmen was dated 19th August 1982 and the award was given on 30th September, 1983. Therefore if the Tribunal intended to give the revised wages it would have clearly said so. I am unable to agree. On the date of award the first revision of wages i.e. Rs. 26.95 had come into force and on the date of award second revision of wages i.e. Rs. 36.20 had come into operation. But it

appears that these revisions of wages were not brought to the notice of the Tribunal. Therefore there was no question of any specific order being passed.

8. The award simply says that he would be entitled to the same wages which he was getting as a Tub-loader on regularisation and the arrears of wages. Question crops up what the wages mean? The Industrial Dispute Act no where defines wages. The definition of wages has been given in the following two Acts. According to Clause (vi) of Section 2 of the Payment of Wages Act 1936 wages are defined :—

"wages" means all remuneration (whether by way of salary, allowances or otherwise) expressed in terms of money or capable of being so expressed which would, if the terms of employment, express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment....."

Clause 22 of Section 2 of the Employees State Insurance Act, 1948, defines wages as under :—

"wages" means all remuneration paid or payable in cash to an employee, if the terms of the contract of employment, express or implied, were fulfilled and includes any payment to an employee in respect of any period of authorised leave, lock-out strike which is not illegal or lay-off and other additional remuneration, if any, paid at intervals not exceeding two months....."

According to the Payment of Wages Act definition of 'wages' means 'all remuneration (whether by way of salary, allowances or otherwise) expressed in terms of money or capable of being so expressed which would if the terms of employment, express or implied were fulfilled, be payable to a person (underlining is done by me)'. This means all remuneration payable to the workmen from time to time. Thus the term wages are broad enough to include the revised wages which would be payable. Similar words are used in the definition of word 'wages' in the Employees State Insurance Act which defined wages as meaning 'all remuneration paid or payable in cash to an employee'. The award in Reference Case No. 47/82 clearly says that Ram Raksha would be entitled to the same wages which he was getting as a Tub-loader on regularisation with arrears of wages. This clearly implies that he is entitled to get wages which he was getting as a Tub-loader. In other words, he is entitled to the wage structure revised from time to time that of a Tub-loader on being regularised. If narrow interpretation is put to this Award and the definition of wages given in the above Act it will create an anomalous position. The workmen will not be getting the wages of Tub-loader existing at present but a quite different wage somewhere between old wage and the existing wage scale. In view of this matter also it cannot be said that the direction of the Award is fulfilled he is entitled to get the same wages which he was getting as a Tub-loader. In view of the above interpretation I give Award that the workman is entitled to difference of wages of revised increased rates from the dates the wages were revised. Reference is answered accordingly. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-22/25/1/84-D.V/D.III (B)]
SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 1 अप्रैल, 1986

का. घा. 1530 :—औद्योगिक विवाद प्रिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, हिन्दुस्तान कमिशियल बैंक लि. के प्रबंधन से सम्बन्ध नियोजकों और उनके कर्म-कारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, कामपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24 मार्च, 1986 को प्राप्त हुआ था।

New Delhi, the 1st April, 1986

S.O. 1530.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in

the Industrial Dispute between the employers in relation to the Hindustan Commercial Bank Ltd. and their workmen, which was received by the Central Government on the 24th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, KANPUR

Industrial Dispute No. 13/86

Reference No. L-12012(14)/85-D.IV (A) dated 23-12-85.

In the matter of dispute between :

Shri J. C. Dhawan, Clerk, Generalganj Branch Kanpur.

AND

The Assistant General Manager, Hindustan Commercial Bank Ltd. Head Office, Birhana Road, Kanpur.

APPEARANCE :

Shri J. C. Dhawan workman in person.

Shri Umesh Saxena representative—for the Management.

AWARD

1. The Central Government Ministry of Labour, vide its Notification No. L-12012(14)/85-D.IV (A) dated 23-12-85 has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Hindustan Commercial Bank in denying promotion forever as Special Assistant to Shri J. C. Dhawan Clerk, Generalganj Branch Kanpur is justified? If not, to what relief the workman is entitled?"

2. The above reference has been received in this Court on 23-1-86, and after registering its notices were sent to the parties to file their statement of claim and W.S. setting up this was respectively. The case was fixed for 18-2-86 for reply. On 18-2-86 workman moved application that the dispute under reference has been settled before the Regional Labour Commissioner (Central) Kanpur and the case was fixed for 24-2-86 for orders. Later Shri S. K. Gupta appeared on behalf of the management and filed application. On 24-2-86, and 26-2-86 were fixed for verifying the settlement. On 26-2-86 none present and case was ordered to be put up on 28-2-86 none present on this date and 12-3-86 fixed for confirming the same.

3. On 7-3-86 representative for both the parties and they filed settlement in the court duly verified by them and settlement is marked as Annexure I which was confirmed. The Terms mentioned in the agreement annexure I are as under :—

1. It is agreed that Sri J. C. Dhawan, Clerk Generalganj Branch of the Hindustan Commercial Bank shall be promoted as Special Asstt. at the same branch w.e.f. 20-11-85.

2. It is agreed that the post of clerk held by Sri J. C. Dhawan shall be deemed to have been upgraded as the post of the Special Asstt. w.e.f. 20-11-85.

3. It is agreed that Sri J. C. Dhawan shall not be eligible for any past benefits, monetary or otherwise including seniority.

4. It is agreed by both the parties that they will file a joint representation before the Central Government Industrial Tribunal, Kanpur for withdrawing the reference made before it by the Ministry of Labour, Government of India in reference No. 12012/14/85-D.IV (A) dated 23-12-85.

5. Both the parties will send their implementation report to the Regional Labour Commissioner (C) Kanpur on or before 20-2-86.

4. Thus in view of the above and taking into consideration the settlement filed by the parties. I give my award in the light of the same.

I, therefore, give my award accordingly.

Let six copies of the award be sent to the Government for its publication.

Dated : 21-3-1986.

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/14/85-D.IV (A)]

का.आ. 1531 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बनारस स्टेट बैंक लि. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18 मार्च, 1986 को प्राप्त हुआ था।

S.O. 1531.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Benaras State Bank Limited and their workmen, which was received by the Central Government on the 18th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, KANPUR

Industrial Dispute No. 221/1983

Reference No. L-12012/254/82-D.IV (A) dated 25th August, 1983

In the matter of dispute between :

Shri Rishi Muni C/o Shri V. K. Gupta, 2/363 Namnair, Agra.

AND

The General Manager, Benaras State Bank Limited
Luxa Road, Varanasi.

APPEARANCES :

Shri V. K. Gupta representative—for the workman.

Shri Amreek Singh—for the management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/254/82-D.II (A), dated 25th August, 1983, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Benaras State Bank in relation to their Agra Branch in not absorbing Shri Rishi Muni temporary peon in the bank's service and terminating his services with effect from 20-7-82 is justified? If not, to what relief is the workman concerned entitled?

2. It is common ground that the workman worked as sub-staff in the management bank at Agra from 6-12-81 to 6-2-82 i.e. for 58 days and again from 12-6-82 to 17-7-82 for 31 days against regular permanent vacancies. The workman has alleged that he worked upto 20th July, 82 but he had been paid only upto 17th July, 1982 and also says that after his termination new hands were appointed. The workman has called his termination as illegal and prayed for reinstatement with full back wages. The management has admitted that the workman was employed for time only to meet the exigency of temporary requirement as peon and it would be wrong to say that he was appointed against regular permanent vacancy hence his absorption in the bank service can not be claimed. The management has admitted that the workman was given temporary appointment for 89 days only. Workman has filed photo copy of his application given to the management on 13-2-82 and the note appended to it of the bank manager forwarding the same to the General Manager in which it was admitted that the workman worked for 60 days in which the branch manager had recommended that at times it is difficult to get honest persons hence in the interest of bank, if he is given work again it

would be proper, he also assured that he will not be allowed to complete 240 days. This noting shows that there was work for temporary peon in the management bank at Agra but only because he had completed 60 days he was terminated and further permission of the general manager was sought to re-employ him if permitted.

3. The management has filed the head office circular paper No. 2 of list dated 17-3-85 to the effect that no temporary appointment should be made in violation of the instruction conveyed and recruitment norms should be adhered and must not be high school and beyond 22 years of age in subordinate cadre. Another letter of the management dated 24-7-79 paper No. 3 of the above list shows that temporary appointment are still being given by the branch manager, though related papers already stand with drawn and they are violating the head office instruction. In the end it was mentioned that it is, therefore advised in their own interest not to give any temporary appointment without holding necessary permission from the regional manager and the head office.

4. The management has filed a list of peons appointed after 1-12-82 showing that in all 76 persons were appointed. The management also files circular, seniority list of sub staff cadre as on 30-6-81. On behalf of the management Shri Nand Kumar Bhangava an officer, department personnel, management bank at head office gave his affidavit evidence admitting that the workman was appointed as temporary peon on 1-12-81 on the transfer of one R. N. Pande from Agra Branch and worked on that post till 5-2-82 and that he was again appointed as temporary on 12-6-82 when one Rakesh Kumar Dube proceeded on leave and worked till 17-7-82 and thus the workman was never appointed against regular permanent vacancy but simply to meet the exigency of requirement of the bank. He further stated that bank manager is not authorised to make permanent him. In the end he averred that there was no violation of 25 F G or H of the Industrial dispute act.

5. In cross examination he has admitted that no appointment letter was given to the workman and that the branch manager are not empowered to appoint persons on permanent basis but for temporary appointments he is authorised to make. He further admitted that after the termination of workman one Mahesh Kumar was appointed by branch manager and later several others were appointed in leave vacancy. He in the end admitted that the workman was not given any termination letter or notice pay and no list of temporary workman is maintained in his bank. On the other hand workman Shri Rishi Muni gave his affidavit evidence. In cross examination, the workman has stated that on 12-6-82 he was given appointment letter which was taken back by the branch manager and he does not know its copy. Workman's this statement is of no avail when the management has admitted that no appointment was given.

6. In the absence of any appointment letter it can not be decipher that the workman was appointed for a fixed duration and in which the date of termination was mentioned, thus giving him enough notice that the services were came to an end by efflux of time. It is not disputed that the branch managers are not empowered to make permanent appointment which is done according to rules and after test and interview it is only under the exigency of work that branch managers are authorised to make temporary appointments to meet the requirements on the spot, subject to instructions issued from the higher authorities of the management.

7. The question is even if a man is appointed temporary he acquires under the various award and bipartite settlement and even in the case of temporary employees there should be appointment letter and termination letter as required under para 495 of the Sastri Award. Para 493 of the said award enjoins the management to maintain a list of temporary employees, the purpose being to call them for appointment again when need arises and thus complying the provision of section 25-F and G. Such temporary employees are to be given a notice for 14 days of termination under para 522(4) of the Sastri Award. No doubt provision of section 25-F would not be attracted as the workman had not completed 240 days in a span of 12 consecutive months, but the provision of 25-H would be attracted as temporary fresh hands were appointed after termination of the workman. The workman being a temporary his termination brought about

for any reason what so ever would amount to retrenchment and hence provision of sec 25-H would be attracted.

8. Rule 77 of the Industrial Dispute Act requires publication of the seniority list at the time of termination of a temporary employee which was temporary not done. Employing fresh hands after termination without giving the workman an opportunity to offer himself for reemployment renders termination illegal.

9. My attention was drawn to the ruling laid down in the Case of Shri Gaifar and others Versus Union of India and others civil writ case No. 1850 of 1980 wherein it was held thus :

Rule 77 requiring maintenance of seniority list of workmen has been included in the rules so that the object of 25-G of the Industrial Disputes Act may be effectively achieved. The minimum time of 7 days allowed for this purpose is not unnecessarily long for the workman should get an adequate opportunity to scrutinise the correctness of the seniority list before he is thrown and viewed from this angle, it should be held that the requirement mentioned in R 77 is mandatory and its violation confers an order of retrenchment illegal.

10. I, accordingly hold that the termination of the workman from his service w.e.f. 20-7-82, was illegal and not justified. The result is that he is entitled for reinstatement with full back wages. The question of absorption which means absorption in permanent employment, there are set rules for recruitment in regular service and unless the workman came through that procedure his absorption in regular service would not be possible by temporary appointment by branch manager who is not invested with powers to make permanent appointment.

11. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Government for its publication.

Dated : 5-3-1986.

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/254/82-D.IV (A)]

का. अ. 1532 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, हिन्दुस्तान कमर्शियल बैंक लि. कानपुर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19 मार्च, 1986 को प्राप्त हुआ था।

S.O. 1532.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Hindustan Commercial Bank Limited, Kanpur and their workmen, which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT KANPUR.

Industrial Dispute No. 50 of 1984

Reference No. L-12012/48/83-D.IV(A) dt. 15-6-84.

In the matter of Dispute Shri B. L. Agrawal Cló UP
Bank Karamchari Sangh, 26/104 Birhana Road,
Kanpur.

AND

The Chief General Manager Hindustan Commercial
Bank Limited Head Office Birhana Road Kanpur
(UP).

APPEARANCE :

Shri V. N. Sekhari—for the workman.

Shri J. P. Bajpai—for the Management.

AWARD

1. The Central Government Ministry of Labour, vide its notification No. L-12012/48/83-D.IV(A) dt. 15th June, 1984, has referred the following dispute for adjudication to this Tribunal;

Whether the action of the Management of Hindustan Commercial Bank Limited, Kanpur, in relation to their Hazaratganj, Branch, Lucknow in retiring from service Shri B. L. Agrawal Head Cashier w.e.f. 10-7-1962, is justified? If not to what relief is the workman concerned entitled?

2. It is common ground that the workman was permanent head cashier in the management bank at its Hazaratganj branch, Lucknow when his services were terminated w.e.f. 9-7-82. It further admitted that the workman retirement was due on 10-7-85 and he was retired from service one year earlier at the age of 57 years. According to the workman's normal age of retirement of the bank employee is sixty years; that the workman was not given two months notice as condition precedent two months retirement. The workman has averred that on 4-11-81 a shortage of 60,000 occurred in Hazaratganj, branch of which pending enquiry, the workman was suspended on 9-11-81, the bank lateron lodged a F.I.R. and criminal proceedings were started against the workman and before a verdict could be given in criminal case, the workman was retired on the above mentioned date which is unjust, arbitrary and violative of bipartite settlement and ID Act and further as the retirement casts stigma on the woman.

3. The management has contended in its reply that the workman was retired in view of para 18.1 of the bipartite settlement of 1966, as the workman efficiency was impaired and in lieu of two months notice he was given two months salary by pay order. The management has admitted that while workman working as head cashier hazaratganj branch in the year 1981 on 4-11-81 he was given a sum of Rs. 222174.95 paisa from the strongroom out of which he dishonestly misappropriated a sum of Rs. 70000 consequently a F.I.R. was lodged and a case under section 409 IPC registered and the workman was convicted from the Court of Chief Judicial Magistrate Lucknow. The management has reiterated that the efficiency of the workman had been impaired and had become prejudicial to the interest of the bank and as such he was retired on the ground of reaching the age of 57 in accordance with the provision of para 18.1 of the bipartite settlement. It is further averred that in case of retirement on the ground of impaired efficiency of a person is not entitled to any opportunity of being heard. The management has quoted another incident that the workman while posted as head cashier Aminabad was directed to enquire about the assets of one M/s. Diamond industries and the workman gave false report in that behalf which resulted in huge loss to the bank management. He was given a charge sheet on that and was suspended. He was punished by stoppage of two increments. The management has also raised a legal objection that the petitioner was drawing more than Rs. 2250 and as such was not covered under the definition of workman in the industrial dispute act. In the end it was averred that the award be given in negative.

4. In the rejoinder on the point that the petitioner is not workman under the definition of workman in ID Act the stand taken is that the management had been treating the petitioner as workman and consequently retired him under para 18.1 of the bipartite settlement and was paid special allowances of head cashier.

5. The workman has filed the suspension order dt. 9-11-81 ext. W-1 showing that the workman was suspended on the day when he reported that Rs. 70,000 missing from his possession on account of not following the banks normal rule in handling and looking the cash. The workman has further filed the retirement order ext. W-2 dated 9-7-82 the

retirement was on the ground that his efficiency has been impaired w.e.f. close of office hours on 10-7-82, the date on which you attained the age of 57 years and an amount of Rs. 4546 two months salary in lieu of two months notice in view of bipartite settlement was enclosed in the form of pay order and that you shall stand relieve from the bank after close of banking hours from 10-7-82.

6. The workman gave his affidavit evidence. In cross examination he has admitted that he had given his report in the matter of Shri R. C. Sethia running firm M/s. Diamond Industry in which he gave report and which was also signed by treasurer. He has admitted that a party was given loan on the basis of his report. He has further admitted that his report being found not proper he was suspended and enquiry was held. He has also denied that for giving goods delivery from godown he used to send temporary godown keepers and not godown keepers. He had further admitted that on 4-11-81 he had reported a shortage of Rs. 70000, when he was working in cabin No. 4 Hazaratganj branch at Lucknow. He admits that he left the cabin unattended only asking one account holder Shri Nanakchand Gupta to look after the cabin and himself went out to make water. He has further admitted that he has not locked the cabin as the lock was out of order and he denied the suggestion that he was not telling the truth. He further admitted that in the box in which he kept the cash there was no provision for lock and no lock was given to him with the cash box. In the end he denied that his efficiency was impaired and he was retired on that count.

7. Thus it has been brought out in evidence that on account of report of the workman in the matter of cash the management had to suffer a loss of Rs. 70000 and in these circumstances the management was fully justified in coming to the conclusion that it would not be safe to continue to the workman beyond 57 years of age and retired him by giving him two months pay in lieu of notice in view of provision of para 18.1 of the bipartite settlement.

8. No stigma was attached in the retirement of the workman concerned. In these circumstances believing the management version I hold that the action of the management of Hindustan Commercial Bank Limited, Kanpur in relation to their Hazaratganj Branch, Lucknow in retiring from service Shri B. L. Agrawal Head Cashier w.e.f. 10-7-82 is justified. The result is that the workman concerned is not entitled to get any relief.

9. I, therefore, give my award accordingly.

10. Let six copies of this award be sent to the Government for its publication.

Dated : 11-3-86

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/48/83-D.IV(A)]

नई दिल्ली, 2 अप्रैल, 1986

का. भा. 1533 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, न्यू बंगलौर पत्तन व्यास के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक प्रतिक्रिया, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24 मार्च, 1986 को प्राप्त हुआ था।

New Delhi, the 2nd April, 1986

S.O. 1533.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the New Mangalore Port Trust and their workmen, which was received by the Central Government on the 24th March, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA, BANGALORE

(Camp Mangalore)

Dated this the 12th day of March, 1986

Central Reference No 20 of 1984

I PARTY

The Secretary, New
Mangalore Port Staff
Association, NMPT
Administrative Building
Panambur, Mangalore-10.

-Vs-

II PARTY

The Chairman, New Mangalore
Port Trust, Panambur,
Mangalore-10.

APPEARANCES :

For the I Party:—Sri K.M. Paul, President, New
Mangalore Port Staff Association, Mangalore.

For the II Party:—Sri K.S. Bhat, Advocate, Mangalore.

REFERENCE

(Government Order No. L-47011/17/83-D. IV (A) dated
30-6-1984).

AWARD

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 and section 7A of the Industrial Disputes Act, 1947, shortly called Act, has referred the above noted dispute for adjudication as per the Schedule below:—

SCHEDULE

"Whether the management of New Mangalore Port Trust, Mangalore is justified in discontinuing the supply of rain coats to the workman engaged in the maintenance division viz. Mali-cum-Mazdoor Helpers, Safaiwala, and others in water supply carpentry, Masonry Painting, etc., If not, to what relief the said workman are entitled?"

2. The I Party being represented by the General Secretary of the Association have contended in their claim statement that the New Mangalore Port came into existence during May, 1974 as a Major Port under the direct control of Ministry of Shipping Transport and the employees were entitled for benefits admissible for other Central Government employees. The categories of workmen of Maintenance Division were supplied with Rain Coats once in every 2 years and the last set of rain coats was issued during 1981 and therefore they were entitled for the next set during 1983. But the management refused to supply rain coats declaring that these categories are not entitled for the same and the said decision of the management is illegal and arbitrary since no notice of change of service condition was served on the workmen concerned or on their Union which is violation of the provisions of the Industrial Disputes Act. The supply of rain coats is one of the benefits admissible to the workmen for more than 10 years as it is a privilege or custom attached to their post and cannot be withdrawn arbitrarily.

3. It is further contended that the above named workmen are on general shift duty from 8.30 AM to 5.30PM and they are required to work in open places to attend various maintenance works even during rains. They can do their work during rainy seasons only wearing rain coats. Considering this aspect the management has taken a decision to supply rain coats to these categories of workmen and even now there is no change in their work they are compelled to

attend repairs and maintenance works during rains. The Union raised this dispute with the Assistant Labour Commissioner (C), Mangalore, after the management rejected the demand.

4. The grounds urged by the I Party for the supply of rain coats are that the above categories of workmen cannot work in the rain without the rain coats and similar categories workmen in other sections are supplied with rain coats even now. By withdrawing the facilities of rain coats the management had not issued necessary notice or they did not grant any compensation for withdrawal of rain coat facility. Hence the act on the part of the management is unjustifiable. They prayed to pass an award for the restoration of supply of rain coats from 1983 or to grant suitable compensation in lieu of rain coats.

5. The II Party management in their counter statement have contended that the reference is not maintainable and the supply of rain coats to the employees is not a condition of service nor it is covered by Schedule IV of the Industrial Disputes Act and therefore Section 9A of the Act does not apply.

6. They have further contended that the rain coats are supplied to the employees as a protective device to enable them to work in the field during rainy season. It is neither a privilege nor a concession given to the employees. When the New Mangalore Port was under construction the workers were required to work in the open fields even during rains and as a protective device most of them were being given rain coats once in 3 years. As the situation has changed after the New Mangalore Port came into operation the subject-matter was reviewed and the management decided to supply rain coats only to those who were required to work during rains and it was not supplied to those who are not required to work in the field during rains. This decision was taken in the year 1981 and therefore the rain coats were not supplied for the year 1983 to the workers working in the Maintenance Department. The workers in the Maintenance Department are not generally required to work in the field or outside the buildings exposing themselves to rain. The action of the management is justified and the reference is liable to be rejected.

7. Since the pleadings of the parties do not call for framing of any additional issue, the parties have been asked to lead their evidence in support of the stand taken by them. Since the burden of proof is placed on the II Party they have examined the Deputy Financial Adviser and Chief Accounts Officer as MW-1.

8. This witness has stated in his evidence that since the inception of the Port, the rain coats were provided to some categories of workmen to enable them to work during rainy season in the construction of the Project. This Port was declared as a major port during 1975 and the operations of the project in the port were commenced to a limited extent and the construction activities are continued and going on even to this day. He has further deposed that on 1-4-80 the Port Trust Board was constituted and during 1981 the Chairman of the Port asked them to find out norms for the issuance of rain coats. As the demand for issuance of rain coats by the various categories of workmen was increasing from 1975 onwards. After examining the issue and also after holding discussion with all the departmental heads who were going on recommending for the issuance of rain coats have decided that the rain coats are only an equipment for enabling them to do their work in the rains and wherever the workers are not exposed to the rain for doing their work it was decided as a policy not to issue rain coats. Before this, the rain coats were being issued once in 2 or 3 years and this question was not scrupulously examined at that time and there were no norms or rule on this issue.

9. He has further deposed that in the Schedule the workmen whose descriptions are given were not exposed to the rain and the area of work was fully covered except in the case of Mali-cum-Mazdoor. Even in the case of this mazdoor at the time of rain there is no necessity for them to attend to their work.

1771 GI/85—15

10. Against this evidence the I Party has examined one helper and one Sataiwala (sweeper). The 1st witness Mr. Mohamed has deposed that he is working as a helper to the mason, in the maintenance of building confined to both outside and inside. He is working in the II Party from 1973 and there is absolutely no change in the nature of work. The II Party supplying the rain coats once in 2 years for the purpose of working during rainy season. The II Party have stopped supplying the rain coats from 1983 though there was no change in the nature of work. He is expected to do his work even during rainy season. It is difficult for him to work during that season and the II Party have now informed the reason for discontinuing the supply of rain coats.

11. The 2nd witness Mr. Ananda, Safaiwala has deposed that he is working as a sweeper from last 10 years and he sweeps the roads, hospitals, etc., and his duty is from 7 AM to 7 PM. He starts his work every day in the administrative office sweeping both inside and outside even during rainy season. There is no change in the nature of work from the date he joined and during 1979 and 1981 the II Party supplied the rain coats to his categories after they made a request. From 1983 the same was discontinued without assigning any reason and he has to do the sweeping even in the rainy season and it is difficult to sweep outside during the time of rains.

12. In the cross-examination of the management witness it is elicited that prior to 1981 the management was issuing rain coats to the categories of workmen who are under the dispute and the nature of work done by them was not changed even after the Port Trust Act applied to this Port and the supply was discontinued after a decision taken by the management. It is further elicited that prior to fixing of the norms for the issuance of rain coats the rain coats were being issued as a matter of fact when the departmental heads recommended for the issue and the issuance of rain coats has been followed as a practice.

13. In the cross-examination of the 1st witness for the I Party it is elicited the rain coats was supplied to him first time in 1979 and again in 1981. He has not been issued the rain coats during the rainy season in the year 1983 and he has not maintained any diary or work book for recording what are the places he worked during that time. It is also further elicited that from the year 1983 onwards how many occasions he made to work in the rains and he has worked when the rain is very slow. There were many occasions for him to stop his work due to heavy rain and the II Party has not issued any memo or show cause notice due to stopping the work in the rains. He has denied the suggestion that he is not expected to work outside the building when it was raining.

14. It is elicited in the cross-examination of the 2nd witness for the I Party that he is doing his duty on the direction of the maistry and when the rain is heavy he takes shelter in the building and starts work when the rain is slow. He has not informed the management stating how many occasions he has worked when it was raining.

15. On the basis of the evidence the learned counsel for the I Party has submitted that the issue of rain coats being a protective device should go along with the work and its withdrawal amounts to violation of Section 9A of the Act. Against this submission, the learned counsel for the II Party has submitted that the earlier practice of issuing the rain coats to the above categories was a protective device. Due to alteration in the change of the working conditions the management has convened a meeting of departmental heads and fixed some norms prescribing which category of workmen is entitled to have rain coats depending upon the nature of work he has been assigned to do. The learned counsel further submitted that there is absolutely no violation of Section 9A of the Act, as the stoppage of issuing of rain coats to the above category of workmen does not constitute any violation of IV Schedule and it also does not amount to withdrawal of customary concession or privilege or change in usage.

16. There is considerable force in the submission of the counsel for I Party as the I Party have failed to establish that the withdrawal of issuing the rain coats as brought about a change as defined in Sec. 9A of the Act. The evidence discloses that the category of workmen who have raised this dispute are not supposed to work drenching themselves in the rain except the sweepers who also deposed that during the time of rainy season he is taking the shelter in the building. It is also in the evidence that the management have not applied their mind with regard to the issuance of rain coats and when the demand was in the increase they held the discussion with all the departmental heads and decided that the rain coats is only an equipment for enabling the workmen to do the work in the rains and wherever the workers were not exposed to the rain for doing work it was decided as a policy not to issue the rain coat. The I Party workmen also conceded to the fact that the management have not issued any notice or taken any action for not doing the work in any open field during rainy season. Taking over all circumstances of this case, I find no material as submitted by the learned counsel for the I Party that the issuance of rain coats to some category of workmen is discriminatory. Hence I pass the following award :—

AWARD

The reference is accepted and the management is justified in discontinuing the supply of rain coats to the categories of workmen shown in the Schedule to the reference. There is no order as to costs.

(Dictated to the Stenographer, transcribed and typed by him and corrected by me).

R. RAMAKRISHNA, Presiding Officer

[No. L-45011/7/83-D.IV(A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 1 अप्रैल, 1986

का. प्रा. 1534 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 अनुसूचन में, केन्द्रीय सरकार भारत कोकिंग कोल लिमिटेड की साऊथ झारिया कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 घनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-1986 को प्राप्त हुआ था।

New Delhi, the 1st April, 1986

S.O. 1534.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Jharia Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 25th March, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT :

Shri I.N. Sinha, Presiding Officer.

Reference No. 58 of 1958

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of South Jharia Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the employers : Shri B. Joshi Advocate.

On behalf of the workmen : Shri J.P. Singh, Advocate.

STATE : Bihar.

INDUSTRIAL : Coal.

Dated, Dhanbad, 17th March, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(9)/85-D. III (A), dated, the 18th May, 1985.

SCHEDULE

"Whether the action of the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited in dismissing Shri Bijoy Kumar Prasad, Overburden Removal Workers from service for impersonating especially when the Criminal Court, Dhanbad acquitted him is justified? If not, to what relief the workman is entitled?"

The case of the workman is that the concerned workman Shri Bijoy Kumar Prasad was working as Over Burden Remover in R.N. Bagchis' South Jharia Colliery with effect from 11-2-74. Prior to that he used to work in the colliery under a contractor as during the time of private employer most of the work in the colliery used to be done through the contractor. After take over of the private colliery by M/s. B.C.C. Ltd. the system of taking work through private contractor was abolished and all the contractor's labour were absorbed in service of the Govt. company. Accordingly the concerned workman was offered a job of O.B.R. by M/s. B.C.C. Ltd. temporarily for a period of 3 months vide memo dated 8-3-74 under the signature of the colliery manager of South Jharia Colliery. The concerned workman who had become permanent by virtue of the length of the service under the contractor accepted the appointment offered by M/s. B.C.C. Ltd. in the hope that he will be made permanent by M/s. B.C.C. Ltd. The period of his temporary service was extended by M/s. B.C.C. Ltd. vide letter dated 12-6-74 for a period of another three months which was due to expire on 12-9-74. Thereafter the management of M/s. B.C.C. Ltd. did not give any extension letter and it was understood that the services of the concerned workman was no longer temporary but continue. The management of South Jharia Colliery vide letter dated 19-7-75 issued a chargesheet against the concerned workman alleging impersonation by him. It was alleged in the charge that the concerned workman had given false information regarding his home, name age father's name, qualification and previous service at the time of employment which was a misconduct under clause 18(a) of Certified Standing Order of the Colliery. He was directed to explain as to why disciplinary action be not taken against him and was suspended pending enquiry. He submitted his show cause vide letter dated 22-7-75 stating that he had not impersonated anybody nor had given any false information at the time of his appointment. A departmental enquiry was held into the charge against the concerned workman. Simultaneously with the chargesheet an information was lodged before the Police which was registered as G.R. Case No. 2366/75 for the same allegation under Section 419 I.P.C. The chargesheet in the criminal case was initiated by the management on the basis of the allegations made by Shri Balram Singh who had complained to the Director of BCCL stating that the concerned workman and some others were impersonators. The concerned workman was held not guilty under Section 419 I.P.C. by the judgement dated 3-12-83 by the learned Judicial Magistrate and he was acquitted. The enquiry report submitted in the departmental proceeding was perverse as the findings were not based on evidence. The management was prejudiced against the concerned workman as he was an active member of Janta Mazdoor Santh which is an evensor to the management. It is further submitted that the concerned workman was acquitted in the criminal case on the evidence of Shri Muni Singh Contractor that the concerned workman Shri Bijoy Kumar Pd. was working

under him as Over Burden Remover and on abolition of his contract, the concerned workman was absorbed in the services of B.C.C. On the above facts it is submitted that the concerned workman was not an impersonator and he was the genuine Bijoy Kumar Pd. who had worked under the contractor Shri Muni Singh prior to his appointment by the present management. It is prayed therefore that his order of dismissal should be set aside and he should be reinstated to his original job with effect from the date of his dismissal with all back wages along with the continuity of service.

The case of the management is that the concerned workman was dismissed from his service on the charge of impersonation in the year 1976. The present dispute has been raised in the year 1985 after a lapse of about 9 years and as such it is an overstate dispute and should not be entertained. The concerned workman surreptitiously entered into the services of the management showing himself as genuine workman in the year 1974 when the contractor's employees were absorbed by the management on abolition of contract system from the colliery. In course of checking individual cases of employment it was detected that the concerned workman was not a genuine worker and he was impersonating the genuine workman by giving false information regarding his identity namely name, father's name, age and home address etc. Thereafter a chargesheet was issued to the concerned workman for commission of misconduct of impersonation. The concerned workman submitted his reply to the chargesheet denying the allegation of impersonation. Thereafter a departmental enquiry was held into the charges against the concerned workman in accordance with the principles of natural justice. He was given full opportunity to defend himself in the proceeding. He was found guilty of the charge of misconduct of impersonation in the departmental enquiry. The enquiry report and the relevant papers in the enquiry proceeding were examined by the competent authorities and thereafter the concerned workman was dismissed from service. The action of the management in dismissing the concerned workman was legal, bonafide and in accordance with the provisions of the Standing Orders of the establishment. The concerned workman was never an employee of R.N. Bagchi Section of South Jharia Colliery directly under the owner or through a contractor. The acquittal of the concerned workman in the criminal case before the Magistrate cannot be taken as a ground for holding the concerned workman not guilty of the charge in the departmental proceeding. The important prosecution witness were not produced in the criminal court and the contractor Muni Singh turned hostile in the trial court and as such the concerned workman was acquitted. The Enquiry Officer had given his findings on the basis of materials which were before him on record in the enquiry proceeding. The findings of the Enquiry Officer are not perverse. The management was not prejudiced against the concerned workman for his trade union activities. On the above plea it was prayed that the Award be passed in favour of the management.

The most important point to be considered in this case is whether the charge of impersonation had been established against the concerned workman in the enquiry proceeding.

The entire enquiry proceeding has been filed in the present reference and the relevant documents have been marked Ext. M-1 to M-10. The workman have filed Ext. W-1 which is the certified copy of the judgement passed in G.R. Case No. 2366/75 by judicial magistrate dated 3-12-83. The management examined Shri R.N. Choubey, Administrative Officer Shri (Vigilance) and Shri K. Kumar Sr. P.O. in the enquiry proceeding. The concerned workman gave his statement. Five D Ws were examined in defence.

Ext. M-1 is the chargesheet dated 29-7-75 which shows that there was report that the concerned workman was an imposter and that a who had given false information regarding his name, age, father's name, qualification and previous service at the time of employment, he was asked to explain as to why disciplinary action under Clause 18 (a) (o) of the Certified Standing Orders of the Colliery should not be taken against him. Ext. M-2 dated 22-7-75 is the explanation

to the chargesheet submitted by the concerned workman Shri Bijoy Kumar Prasad. He has stated therein that the allegation against him was baseless, false and that he has not impersonated anybody as alleged. Ext. M-3 contains the documents which were exhibited during the course of domestic enquiry and were marked Ext. 1 to XIV on behalf of the management.

Ext. M-9/9 is the copy of the letter of Shri Balram Singh by which he had informed the Director of Personnel of M/s. B.C.C. Ltd regarding several irregularities of persons working on other name at South Jharia Colliery in Bhugaidih Sub-area. It is stated in it that "Everybody knows that Shri Bijoy Kumar Prasad has been stopped by force from working and Shri Bijoy Kumar Singh was allowed to work in his place". The said Balram Singh has not been examined on behalf of the management to show that the concerned workman Bijoy Kumar Prasad is in fact Bijoy Kumar Singh and not Bijoy Kumar Pd. The management has produced Form B Register which was marked Ext. III in the departmental proceeding. The Enquiry Officer in his Enquiry report Ext. 4 at page 4 has discussed the case of Shri Bijoy Kumar Pd. It will appear that in Sl. No. 41 of Form B Register of B.C.C. there is the entry of the name of Bijoy Kumar Prasad son of Indradeo Singh, Village Harpurnand, P.O. Parmanandpur, P.S. Shonepur, District Chhapra and his date of appointment is shown as 8-3-74. It is stated in the Enquiry Report at page 4 that in this connection a youngman of about 19 to 24 years of age met the management witness No. 2 Shri R. N. Choubey, Administrative Officer (Vigilance). It will appear from the statement of Shri R. N. Choubey that a youngman aged 19 to 22 years met him and told him that he was the real Bijoy Kumar Prasad and that he was forcibly stopped from work and that his name was recorded in the Form B Register of ex-contractor Muni Singh in Sl. No. 9 as Bijoy Kumar Prasad, father's name Shri Mukha Prasad aged 22 years at and P.O. Gunari, District Bhोजपुर. The said person who had met MW-2 Shri R. N. Choubey representing himself as Bijoy Kumar Prasad son of Mukha Prasad has not been examined as witness before the Enquiry Officer. He did not appear to claim the job thereafter. The father's name, village etc. of the said Bijoy Kumar Prasad who had appeared before Shri Choubey was quite different from the father's name and address of the concerned workman Bijoy Kumar Prasad as stated in Sl. No. 41 of Form B Register of B.C.C. Ltd. and Sl. No. 94 of Form B Register of Contractor Muni Singh. In Sl. No. 41 of Form B Register of the management and Sl. No. 94 of Form B Register of the contractor Shri Muni Singh there is almost the same description and address except that in Sl. No. 41 of Form B Register the name of the employee is shown as Shri Bijoy Kumar Prasad, whereas in Sl. No. 94 of Form B Register of the contractor Muni Singh, the name is stated as Shri Bijoy Kumar Singh. The other particulars in Sl. No. 41 and Sl. No. 94 namely father's name village Post Office and district is the same.

An approved list had been submitted by the ex-contractor Shri Muni Singh. The management witness Shri R. N. Choubey has stated that an approved list of the workmen of Shri Muni Singh had been submitted and that the particulars in the present Form B Register of the management in Sl. No. 41 does not tally with the particulars in Form B Register of Muni Singh, Contractor. He has further stated that in the approved list of contractor Muni Singh there is a name of Bijoy Kumar Prasad and also Bijoy Kumar Singh in Sl. No. 9 and 94 of the old Form B Register of the contractor Muni Singh. He has stated that there were two witnesses named Jang Bahadur Singh and D. N. Prasad who had identified the concerned workman when he had joined B.C.C. The management has not examined the said Jang Bahadur and the said D. N. Prasad to show that the said concerned workman was not Shri Bijoy Kumar Prasad who had actually worked with the contractor Muni Singh and was appointed by the present management. The management witness Shri K. Kumar is Sr. Personnel Officer. He had been asked by the Sub-Area Manager to enquire whether the concerned workman Shri Bijoy Kumar Prasad and two others were genuine persons or impersonators and he had made enquiries and had submitted his report to the sub-area Manager. He had also taken the W.S. of the concerned workman Bijoy

Kumar Pd. on 10-4-75 where he had stated his name as Bijoy Kumar Prasad son of Indradeo Singh, Village Harpuranand, P.O. Parmanandpur, Distt. Chhapra, etc has given two reasons why he concluded in his enquiry that the concerned workman was an impersonator. Firstly, because there was a cutting in Sl. No. 41 of the Form B Register in the surname of his father. It is stated by the witness that 'Prasad' in the name of his father Indradeo was penned through and 'Singh' was inserted. The second reason given by this witness is that the concerned workman had stated his age as 17 years in 1972 and on 10-4-75 he had stated his age as 22 years. This statement of age has been taken to come to a conclusion that the concerned workman was impersonator. The concerned workman had stated about his age roughly and the said statement of age cannot be construed so strictly so as to base one's decision on such loose statement of age for concluding that the concerned workman was an impersonator. The other ground that there was some cutting in surname of the father in the Form B Register has been taken into consideration for coming to a conclusion that the concerned workman was an impersonator. The witness has lost sight of a very pertinent and important factor and if we take the same into consideration I think one will have no other option but to hold that the concerned workman Bijoy Kumar Prasad was the actual person who was working with the contractor Muni Singh and was appointed by the present management of BCCL. The management has examined no witness to show that the concerned workman is not the son of Indradeo Singh and that he does not belong Harpuranand P.O. Parmanandpur, District Chhapra. The enquiry officer has based his conclusion on the basis of the evidence of two management witnesses only on the basis of some confusion in noting 'Singh' or 'Prasad' either in the name of the concerned workman or in the name of his father. The management had before him the address of the concerned workman and if he was not the real man the management ought to have examined persons from the village Harpuranand to show that the concerned workman is not the son of Indradeo Singh of the said village. The two witness examined on behalf of the management did not know the concerned workman personally and as such their statement is based on the evidence of other persons who have not been examined. As such the evidence of the other persons which forms the basis of the evidence of the two management witness cannot be relevant and a good legal evidence.

Shri Kumar has further stated about a petition dated 21-7-75 which was written to the Sub-area Manager, Bhugatdih Sub-area through Manager South Jharia colliery said to have been written by the concerned workman which purports to show that in the Register of the management the concerned workman has been wrongly described as Bijoy Kumar Prasad and that his real name as Bijoy Kumar Singh and that the said error be corrected. Sri Kumar has further elucidated in his evidence that he had examined Shri M. N. Sharma, the Manager during his enquiry in which Shri M. N. Sharma had given his statement in writing dated 10-4-75 stating that one night guard Shri Sudarsan Singh had produced petition of Bijoy Kumar Prasad to him for correcting the name. The said petition is Ext. M-IV in the enquiry proceeding. It bears the LTI. Shri M. N. Sharma had enquired from Sudarsan Singh as to who had given and as to why he had brought the petition of Bijoy Kumar whereupon Sudarsan Singh told him that Bijoy Kumar is on duty and as such he had filed the petition on his behalf. The said Sudarsan Singh has not been examined by the management to show that the petition had been given to him by the concerned workman. Even if there was any such statement of Sudarsan Singh before Sri M. N. Sharma the said evidence cannot be used against the concerned workman as the concerned workman had not the opportunity to test the veracity of the statement of Shri Sudarsan Singh. It will, therefore, appear that the management has not produced any reliable evidence to show that the concerned workman Bijoy Kumar Prasad was not the person who was working under the contractor Muni Singh and that he is not the son of Indradeo Singh, village Harpuranand, P.O. Parmanandpur District Chhapra. It has also not been established that the concerned workman had handed over the petition Ext. M-IV to Sudarsan Singh.

The concerned workman has examined D.W. R. K. Chhabra the Attendance Clerk. The said Shri Chhabra has stated that the concerned workman Bijoy Kumar Prasad was working regularly since the time of take over and that he was stopped by the Manager. The other witness Nandlal Rajwar Overburden Remover who was working in R. N. Bagchi's colliery has stated that the concerned workman Bijoy Kumar Pd. had worked along with him for more than one year and that there was no other Bijoy Kumar Prasad working with him. In his cross-examination he has stated that he was working since the time of Muni Singh contractor and he has reiterated that the concerned workman was working along with him during the contract of Muni Singh. DW Kanthi Rajwar Over Burden Remover has stated that he was working since the time of Muni Singh contractor and the concerned workman Shri Bijoy Kumar Prasad was working along with him under the said contractor. DW Shambhu Patra Over Burden Remover was working in R. N. Bagchi South Jharia Colliery. He has stated that he is working since the time of contractor Muni Singh and Bijoy Kumar Prasad was also working along with him under the said contractor. There is nothing in the cross-examination of the defence witnesses to show as to why they would be deposing falsely in favour of the concerned workman. They were all working under the contractor Muni Singh and after take over they were working with the present management. There is no reason to disbelieve or discard their evidence. Moreover their evidence appears, to be in consonance with the case of the concerned workman and the entries in Form B Register also support the case of the concerned workman that he is not Bijoy Kumar Prasad son of Mukha Prasad of Sl. No. 9 of Form B Register of the contractor Muni Singh. The person who had appeared before the management witness Shri R.N. Choubey was another Bijoy Kumar Prasad son of Shri Mukha Prasad whose name was entered in Sl. No. 9 of the Form B Register of contractor Muni Singh. I hold, therefore that the evidence adduced by the management in the enquiry proceeding does not at all establish that the concerned workman Shri Bijoy Kumar Prasad son of Indradeo Singh of village Harpuranand, P.O. Parmanandpur, District Chhapra who is working with the present management is an imposter.

The workmen have produced the judgement of the criminal case which has been marked Ext. W-1 in this case. The said judgement shows that the concerned workman was acquitted of the charge under Section 419 I.P.C. by the judgement and order dated 3-12-83. It has been submitted that as the concerned workman has been acquitted by the criminal court on the same allegation which were in the domestic enquiry, the concerned workman should be exonerated from the charge framed against him. The matter which is required to be considered before the Criminal Court are somewhat different to that of the matters which are to be considered before the enquiry officer in the domestic enquiry and as such the decision in a Criminal case cannot be used for the purpose of showing that the charge has not been established. In view of the above the decision in a criminal case cannot be used for holding that the charge in the domestic enquiry has not been established. The enquiry officer has to make an independent assessment of the evidence which have been led in enquiry proceeding and he cannot be guided in his decision on the materials which were before the criminal court. I hold therefore that the acquittal in the criminal case cannot be used to show that the charge against the concerned workman had not been established in the departmental proceeding.

In the result, I hold that the action of the management of South Jharia Colliery of M/s. B.C.C. Ltd. in dismissing the concerned workman Shri Bijoy Kumar Prasad, Over Burden Removal worker from service for impersonating is not justified. As the concerned workman had been wrongly dismissed from service on the allegation of impersonation he is reinstated in his job from the date of his dismissal with all back wages and other consequential benefits.

This is my Award.

Dt. 17-3-86

I.N. SINHA, Presiding Officer

[No. L-20012(9)/85-D. III. A]

नई दिल्ली, 2 अप्रैल, 1986

का. अ. 1535 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने सार्वजनिक कोकिंग की लिमिटेड की केशसर्गढ़ कोलियरी के प्रबंधन से सम्बद्ध नियोज्जकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार की 25-3-86 की प्राप्ति हुआ था।

New Delhi, the 2nd April, 1986

S.O. 1535.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 in the industrial dispute between the employers in relation to the Kessurgarh Colliery of M/s. B.C.C. and their workman, which received by the Central Government on the 25th March, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 53 of 1982

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Kessurgarh Colliery of M/s. B.C.C. Ltd. and their workmen.

APPENRANCES :

On behalf of the workmen : Shri S. Bose, Secretary, R.C.M.S. Union.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, dated the 19th March, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012 (75)82-D. III(A), dated, the 29th May, 1982.

SCHEDULE

"Whether the demand of the workman of Kessurgarh Colliery in Area No. I of Messrs. Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad, that Sarvashri Prasad Mahato, Mitran Mishra and Nand Kishore Prasad, Pay Loader Operators should be given Excavation Grade-B is justified? If so, to what relief are the workmen concerned entitled?"

It will appear from the schedule of the order of reference relates to three persons namely S/Shri Prayag Mahato, Mitran Mishra and Nand Kishore Prasad, Pay Loader Operators. Admittedly, Nand Kishore Prasad died after the present reference was made and as such the dispute now relates to only 2 of the workmen namely S/Shri Prayag Mahato and Mitran Mishra.

The case of the workmen is that the concerned workmen were originally employed as Heavy Vehicle Driver and were paid in time rate of Cat. V wage scale. In the year 1979 the management introduced loading of wagons and trucks mechanically by the help of pay loaders in Kessurgarh Colliery in Area No. I of M/s. B.C.C. Ltd. The concerned workmen were selected by the management from Kessurgarh Colliery to operate the Pay Loaders and they were first given training to operate it and thereafter from 30-6-79 they were anagaged as regular pay loader operators. The

management had introduced different models of pay loaders of varying capacity of the bucket ranging from 2 MT to 8 MT and the management decided the different rate of wages in an excavation grade starting from Grade-E upto Grade-B for operating the pay loaders of varying capacity. The concerned workmen were operating the higher capacity machine and accordingly they were placed in excavation Grade-B and they continued in their said assignment. All on a sudden without assigning any reason or without giving any notice to the concerned workmen, the management reduced their rate of wages from Grade-B to the lowest stage at Grade-E. The concerned workmen and their union made several representations before the management but to no effect. The pay loader operators operating exactly similar type and capacity of pay loaders in other collieries of the same area No. I are all paid Grade-B rate of wages but the concerned workmen have been deprived of Grade-B wages. The case of the concerned workmen have been discriminated by the management. Thereafter the union of the workmen represented their case before the ALC(C) on 30-11-81. The ALC(C), Dhanbad held conciliation which ended in failure and thereafter the present reference was made for adjudication.

The management have acted in a most illegal manner and without justification in reducing the wages of the concerned workmen from Grade-B to Grade-E. It is prayed that the concerned workmen be given Excavation Grade-B time rates wages from the date the management had reduced Grade-B rate of wages to them.

The case of the management is that the concerned workmen are working as Pay Loader Operator and they are entitled to be fixed in proper grades as per the recommendation of the Joint Bipartite Committee for the Coal Mining Industry. According to the recommendation of JBCCI an operator is required to work as a trainee for one year and during the period of training he receives wages which was received before his appointment as trainee operator. The pay loaders were introduced at Kessurgarh Colliery in the year 1979. At that time the concerned workmen were receiving Cat. V wages. They were drafted to work as Pay Loader Operator as trainee for one year. After the completion of the period of training they were placed in Grade-E. A pay loader operator after completion of two years of experience is entitled to be considered for promotion to Grade-D and for that capability and suitability for promotion has to be judged on the basis of their performance and the skill acquired by them during the period of two years of performance. A pay loader operator after completion of three years experience is entitled for consideration for promotion from Grade-D to Grade-C and for that he must possess sufficient skill and proper handling of pay loaders of the capacity upto 4 C.M. and must be capable of attending to running repairs of the pay loaders. He also must be able to properly understand the running and maintenance job and be able to maintain the pay loader in proper working condition. After completion of a minimum of 5 years of experience and having acquired the skill for operation and maintenance of pay loaders of all types with any capacity above 4 C.M. a pay loader operator may be considered for promotion to Grade-B. The sponsoring union was a party to all the decision of JBCCI and is bound to accept the promotion policy decided by JBCCI in respect of Pay Loader Operators. The concerned workmen have not completed the minimum number of years of experience and do not possess necessary skill and knowledge to be promoted to Grade-B. The claim of the union for promotion of the concerned workman from Grade-E to Grade-B directly without following the norms laid down by JBCCI is illegal and unjustified and contrary to the principles of industrial peace. The concerned workmen with the connivance of local union representatives manoeuvred things and obtained Grade-B wages for sometime due to clerical mistake. When the mistakes were detected such payments of wages of Grade-B were discontinued to the concerned workmen. The concerned workmen cannot take advantage of their fraud or mistake on the part of the staff of the colliery and the demand of Grade-B wages on that ground. The concerned workman can claim only for the grades which they are entitled. The present reference is illegal and void in view of the provision of NCWA-II and JBCCI's recommendation. On the above plea it is prayed that the concerned workmen are not entitled to any relief.

The point for consideration is whether the concerned workmen should be given Excavation Grade-B.

The workmen examined one witness Prayag Mahato who is one of the concerned workman. The management examined two witnesses. The workmen have produced documents which have been marked Ext. W-1 to W-5. The documents produced on behalf of the management have been marked Ext. M-1 to M-32. It is the admitted case of the parties that the concerned workmen were given training to operate pay loaders and that after their training they were engaged as regular Pay Loader Operators from 30-6-79. Ext. W-1 dated 7-6-79 is a letter from the Area Manager, Technical Barora area to the Senior Executive Engineer, Excavation by which the concerned workmen were sent for taking training in pay loaders from 8-6-79. Ext. W-2 dated 27-7-79 and Ext. W-2 dt. 31-7-79 are the two certificates which show that the two concerned workmen were trained on Terex Pay loader for maintenance, repairs and operation of the above. Ext. W-4 dated 14-6-80 is a letter by the Manager, Kessurgarh Colliery to the concerned workman which shows that they were directed to maintain the Log Book of Pay loaders correctly duly filled in all respects and the same has to be countersigned by the Asstt. Manager. These Exts. have been filed to show that the concerned workmen were working as a Pay loader operator which is now no longer in the dispute.

The management has filed several exhibits namely Exis. M-1 to M-31 to show that the concerned workmen were several times charge-sheeted and that they had submitted their W.S. I think these documents are unnecessary documents for the decision of this case as the concerned workmen were not reduced in their grade because of any indiscipline or punishment. MW-1 Kulwant Singh was the Agent of Kessurgarh Colliery who had issued the charge-sheet to the concerned workmen. In his cross-examination he has stated that the concerned workmen were pardoned for all these charge-sheets. It is clear therefore that the charge-sheets or the reply of the concerned workmen to the charge-sheets were unnecessary document.

The case of the workmen is that the concerned workmen after they were employed as Pay Loader Operator were given Grade-B after sometime and that the difference of wages was paid to them. The management have also accepted in the W.S. in para-11 that the concerned workmen obtained Grade-B wages for sometime but the reason they have assigned is that the concerned workmen had obtained it with the connivance of the local union representatives and due to clerical mistake and that when the mistakes were detected the difference of wages of Grade-B was discontinued. Thus there is no dispute that the concerned workmen had worked in Grade-B and had received the wages of Grade-B. There is absolutely no evidence adduced on behalf of the management that the concerned workmen had obtained Grade-B wages with the connivance of the local union representatives or that it was due to clerical mistake. WW-1 Prayag Mahato is one of the concerned workmen. His case and the case of the other concerned workman are exactly on the same footing. He has stated that after the training they were deputed to work at Kessurgarh Colliery and since the time he joined Kessurgarh Colliery he got the difference of wages between Grade-C and Grade-B for about two years and thereafter the difference of wages of Grade-B was stopped. This statement of WW-1 has not been disputed on behalf of the management. WW-1 has further stated that Taimul Hussain, Shyamlal Roy, Rashbihari Biswas who are working as Pay Loader Operators in Area No. I were given excavation Grade-B in the year 1978 and Ext. W-5 is the office order dated 20-1-78 by which those three persons were given Excavation Grade-B. Ext. W-5 dated 20-1-78 is issued under the signature of Personnel Manager Area No. I. It will show that the Taimul Hussain, Shyamlal Roy and Rashbihari Biswas, Pay Loader Operators were placed in Excavation Grade-B with effect from 1-12-77. It is on the basis of this office order Ext. W-5 that the concerned workmen are also demanding excavation Grade-B inasmuch as according to them the management used to place the pay loader operators in excavation Grade-B in the year 1978. The management do not say that Taimul Hussain, Shyamlal Roy and Rashbihari Biswas were promoted from the lower Grade to excavation Grade-B vide

Ext. W-5 and it does not appear that those three persons were placed in Grade-B after completing the necessary experience for promotion to Grade-B. WW-1 has, no doubt, stated that he did not get any letter of promotion in Grade-B but the concerned workmen are not claiming Grade-B on promotion but they are claiming placement in Grade-B as the management were placing the Pay Loader Operators in excavation Grade-B in Area No. 1 and that as the concerned workmen were also doing the same job they should also be placed in excavation Grade-B.

The management has based their case on the promotion scheme based on the report of the sub-committee 'C' in respect of grading, job description etc. of excavation. The said report is marked Ext. M-32 in the case. From the evidence of MW-2 it appears that after the issuance of JBCCI's report Ext. M-32 the pay loader operators were fixed Grade according to it in Kessurgarh Colliery. The date as to when Ext. M-32 came into operation in BCCL is not stated by either of the parties but the Learned advocate for both the parties have stated that the report Ext. M-32 came into operation sometime after 1979. MW-1 has stated that the concerned workmen were given Grade-D for sometime and they were paid the difference of wages of Grade-B and D. MW-1 has further stated that it was exclusively clerical mistake in giving the difference of wages of Grade-D and B to the concerned workmen. He has further stated that he cannot say if any action was taken against the erring clerk. He has, no doubt, denied that the concerned workmen were given the difference of wages of Grade-B because they were performing the duties of Grade-B but at the same time the management has not adduced any evidence to show that the concerned workmen were not doing the duties of Grade-B. He has stated that the pay of Pay Loader Operator is fixed according to the pay structure of BCCL and that the Pay structure of Area No. I and Block II as well as other areas should be same for performing the same type of job at the time when the concerned workmen were placed in Grade-B. The provision of Ext. M-32 had not been in operation in BCCL at the relevant period and as such the three workmen in Ext. W-5 were placed in Grade-B and as such there appears to be no reason as to why the concerned workmen who were also doing the same job should not have been placed in Grade-B. In my opinion the provision of Ext. M-32 were not in operation when the concerned workmen were placed in Grade-B and as such Ext. M-32 cannot be a criteria for determination of the grade at the relevant time. For the reasons stated above the action of the management in reducing the grade of the concerned workmen from Grade-B without giving them any opportunity does not appear to be justified.

In the result, I hold that the demand of the workmen of Kessurgarh Colliery in Area No. I of M/s. BCCL that Shri Prayag Mahato and Mitun Mishra Pay Loader Operator should be given excavation Grade-B is justified. The management should place them in excavation Grade-B from the date the said Grade-B was stopped to the concerned workmen. The concerned workmen will also be entitled to the difference of wages from the date of stoppage of Grade-B for the period they have not received the wages of Grade-B.

This is my Award.

I. N. SINHA, Presiding Officer

Dated: 19-3-86.

[No. L-20012/75/82-D.III(A)]

MADAN MOHAN, Under Secy.

नई दिल्ली, 1 अप्रैल, 1986

का.प्र. 1536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रांग 17 के अनुसरण में, केन्द्रीय सरकार सिंगरेनी कोलेरीज कम्पनी लिमिटेड, मण्डवी के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच मण्डवी में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार की 19/3/86 का प्राप्त हुआ था।

New Delhi, the 1st April, 1986

S.O. 1536.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Mandamarri and Ramakrishnapur Areas, Adilabad Distt. (A.P.) and their workmen, which was received by the Central Government on the 19th March, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH AT HYDERABAD.

PRESENT :

Sri J. Venugopala Rao, Industrial tribunal.

Industrial Dispute No. 5 of 1982

BETWEEN

The workmen of Singareni Collieries Company Limited, Mandamarri and Ramakrishnapur Areas, Adilabad District (A.P.).

AND

The Management of Singareni Collieries Company Limited, Mandamarri and Ramakrishnapur Areas, Adilabad District (A.P.)

APPEARANCES :

Sri B. Ganga Ram, Chief Vice President, S.C. Workers Union, Bellampalli and Sri D. S. R. Varma, Advocate for the Workmen.

Sri K. Srinivasa Murthy, Advocate for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-21012(2)/81-D.IV(B) dated 18-1-1982 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Collieries Company Limited and their workmen to this Tribunal for adjudication :

"Whether the action of the management of S.C. Co. Ltd., Mandamarri and Ramakrishnapur Areas, P.O. Kalyanikhan, Adilabad District (AP) in not confirming Shri P. Janardhan and 12 others (per list) given in the reference as the mining staff from the first date of their acting/officiating and in denying fixation and annual increments to these persons from such dates was justified? If not, to what relief the workmen concerned are entitled?"

This reference is registered as Industrial Dispute No. 5 of 1982 and notices were issued to the parties.

2. In the claims statement filed by 13 workmen of Mandamarri and Ramakrishnapur Divisions Mines Staff sought for confirmation from the date of their officiating/acting and also to fix their wages correctly with special extra increments and other increments as per Settlement dated 28-9-1978 as prayed for. In the claims statement it is mentioned that these 13 workmen with their respective designation shown thereunder in the category of Shotfirer Grade C and Overmen belong to Mining Staff. According to them many of them were put to financial loss and many seniors have lost their seniority and they were getting less wages than their juniors to them due to refusal of the Management in confirming them from the date of their acting/officiating and denial of the Management to refix their wages on the above basis basing upon the Settlement dated 28-9-1978 also. According to them after passing statutory examination the Mining Staff were authorised to act/officiate as Shotfirer, Mining Sirdar and Overmen but they were confirmed after one year to two years with retrospective date of promotion. But in the case of this P. Janardhan and 12 others referred

in the dispute the management adopted a different method and did not confirm them with retrospective effect i.e. from the date of their first acting/officiating. It is also mentioned that they were deprived of one or two extra increments as per Clause 11-A and B of memo of Settlement dated 28-9-1978. They produced Annexure I to show with all particulars of their passing the examination, date of first acting and dates of confirmation and also filed Annexure II showing the list of 22 workmen working in the Mines of Mandamarri and Ramakrishnapur areas who have been correctly confirmed from the date of first officiating.

3. In the additional claim statement filed by the workmen it is mentioned as per N.C.W.A.I Chapter 6 Shotfirer having Mining Sirdar Certificate will be placed in Grade C from the date of their passing and the Management was promoting several Mining workers in Grade C from the date of passing or from the date of authorisation/officiating but for these 13 workmen the Management violated this procedure. Similarly as per N.C.W.A.I Chapter 6 all those who have passed Overman and who are in possessing three required certificates of competency namely Overman certificate, valid gas testing and First Aid Certificates are eligible to be placed in Grade 'B' but the Management of Singareni Collieries is violating the provisions of the said statutory rules by refusing to promote them as Overmen years together.

4. On the other hand the Management in their written statement mentioned that the petitioners represented by their Union Singareni Collieries Workers Union entered into a Memorandum of Settlement dated 28-9-1978 under Section 12(3) of the I.D. Act and the Settlement para 11(d) is applicable only to such of the workers who have not been confirmed as Shotfirer/Sirdars/Overmen on the date of the Settlement that is 28-9-1978 and who have been continuously acting and hence not applicable to the petitioners who are already confirmed prior to the Settlement. The petitioners in the dispute have not put in continuous service as established on record and therefore not eligible to be considered for promotion from the date they were authorised to act as Shotfirer/Sirdars/Overmen. The practice of the Company promotions are based on availability of vacancies and also continuity of acting and the Respondents were not bound to give promotion to the petitioners both on the ground of there not being available vacancies and as also the fact they had no continuous service. The authorisation given to the employees to qualify themselves for various statutory posts does not either promise or to be considered for promotion into permanent absorption in respective ranks. It is asserted that the procedure followed in these cases of the petitioners is proper and correct. With reference to Annexure I the management have no comments as to its contents except the dates in column 5 do not imply, as being a continuous employment with effect from those dates. The placement in Annexure II are correctly done. They were done at Divisional level. The comparison of the petitioner in the case of P. Johnson has no relevance and therefore the petition is liable to be dismissed.

4. In the additional rejoinder it is mentioned that National Coal Wage Agreement is directly and deals only with the eligibility for placing Sirdars and Overmen in 'C' and 'B' Grades respectively. Clause 6 of the N.C.W.A.I is not mandatory. The petitioners did not act continuously as Shotfirer and Sirdars. Its allegation that juniors are allowed to act continuously is not correct. Chapter VI of N.C.W.A.I deals only with the demand of underground allowances and it does not prohibit the excess amount paid to the employees. Therefore the Tribunal should reject the claims of the petitioners and pass an award.

5. On behalf of the workman only one workman was examined as W.W.1 and marked Ext. M-1 to W-13. On behalf of the Management they examined two witnesses as M.W.1 and M.W.2 and marked Exs. M1 to M17.

6. W.W.1 is one S. Y. Narasimha Rao is working in Mandamarri Division as Overman since 1980 and he is the claimant No. 9 in this reference. He mentioned that he was promoted as Mining Sirdar from 1-1-1979 and he is giving

evidence on behalf of the claimants. He deposed that he passed the Mining Sirdar examination on 18-6-1976 on or before 22-8-1976 who was made to officiate Mining Sirdar. According to him as per N.C.W.A. II they have given him Grade II as soon as he passed the Mining Sirdar Certificate. Ex. W1 is extract of the agreement relating to the said grades. He deposed that himself and other claimants who are shown in the dispute are having required qualifications for giving C Grade and Ex. W2 is the Circular issued to the Management for placing in C Grade as soon as the results are known and Ex. W3 is office order dated 28-7-82 to show that the directions were given according to 58 persons pending receipt of the Mining Sirdar Certificate, and the said termination was followed all Divisions of the Company. He marked Ex. W4 authorisation issued to him as mining Sirdar as soon as the result of his examination were known. According to him Ex. W5 contains the authorisation and permission with services. Balraj and he filed the same as an illustration and Ex. W6 is another incident of first authorisation and permission relating to Gouri Shankar and permissions are given on the same lines in all cases.

7. As far as the claimants are concerned permission were not given from the date of first authorisation Ex. W7 Permission order of five of these claimants and it would show that they were not given from the date of their authorisation. According to him the Management subsequently corrected and issued the modification orders under Exs. W8 and W9 is the original order of the case. According to him they should have been increments and further permission if they have given promotion from the date of their first authorisation. He maintained that the agreement dated 28-9-1978 marked by him as Ex. W1 is with reference to additional increments only there was no continuous service for him and for P. Hanumanth who is shown at S.No. 2 whereas the other claimant are having continuous service. According to him even after this reference under this dispute promotion were being made for the first date of authorisation and Exs. W10 to W13 are reconsideration for those matters. In the cross-examination he mentioned that he is an Union Office bearer. According to him with reference to him and claimant No. 2 in the chief examination what he meant by continuous service was continuous acting service. The agreement filed by the Management dated 28-9-1979 marked as Ex. M1. He agreed to apply to additional increment to all the employees. He agreed that the shotfirers and Sirdars are statutory posts. He denied the suggestion that the workmen under the dispute do not come under the purview of Ex. M1 agreement. According to him they have no continuous acting service but they were posted in the vacancy as acting person and they are paid acting allowance for the period acted by them. According to him he passed the Sirdar Examination on 18-6-76 and worked in Grade C from the beginning directly. According to him except him and S. No. 2 all other workmen were given two additional increments and that the Management agreed to give C Grade to the workmen who are already in Grade D as soon as they receive the intimation from the Board of Mining with regard to the result of Sirdar Examination. He accepted that when the Sirdar Certificate will be given C Grade and claimant 4 got promotion on 11-1-1982 when he passed the examination and that P. Janardhan was given D Grade on 1-1-1978. He denied the suggestion that Janardhan was only a general mazdoor till 12-5-1977.

8. M.W1 is Deputy Chief Personnel Manager, Godavari Khani and he mentioned that there was a settlement with reference to increments of Sirdars, Shot Firers and Overmen and that he is also signatory to the said agreement on behalf of the Management. He again marked Exs. M1 copy as Ex. M3. According to him these increments were due to those who were continuously acting without any break and they are not applicable to those who are authorised to work as Sirdars, Shot Firers, Overmen and working occasionally as and when required. There is no such practice by officiating in a post and he gets only officiating allowance so long as he works in the officiating post. According to him permission depends upon the vacancies and arrears, the vacancies are determined by promotion. He denied the suggestion that prior to the Settlement Ex.

was the Management was giving promotions of the employees from the date of first officiating but weightage was given for those workmen who were officiating continuously without breaks and increments were given. According to him there are any such practice of promoting from the first date of officiating followed by the Management is only an error and it should be corrected. He admitted that the plain reading of Ex. M-3 it relates to the sanction of increments only.

9. M.W-2 is staff officer by name S. R. Soonvalkar in General Manager in Mandamari Division during the dispute period. According to him as per Ex. M-3 increments were issued among other things whenever regular persons who were on duty or absent or on leave the acting persons acts in their place and discharge the duties under the Mines Act and the duties are statutory in nature and they are paid only acting allowance for the day or days he worked. According to him Clause 11 of Ex. M-3 are not applicable to the workmen concerned in the dispute. He filed monthly wage bill for the period from 1977 to 1978 showing payments paid to the persons who are subject matter of this dispute and they are marked as documents Exs. M-4 to M-17. According to him the persons shown in Annexure II are given acting allowance as per Settlement and not promotions. According to him it was a fact that these 13 persons as shown in the Annexure I were acting as Mining Sirdars and he produced pay sheets for the years 1977 and 1978 under Exs. M-4 to M-17 and they did not pay sheets pertain to 1976 as well as 1979 and some of these persons were acting for the first time as Mining Sirdar will not found in Exs. M-4 to M-17. He admitted that the persons in Annexure II in the claims statement are promoted from the date of acting and he also admitted that the claims statement Annexure II shows the continuous acting in service in higher posts, and after issuing Exs. W-10 to W-12 he conceded that the management adopted method of giving promotion from the date of first officiating, passing of the test. He also conceded that this person involved in Exs. W-10 to W-12 might not have been acting service for the sake of promotion. According to him continuity of service is not criteria for the persons being promoted and it may be one of the criteria and he could not say by seeing Annexure II whose promotions were given from the date of first acting were already put in wrong and if so what punishments were given those officers for giving such wrong promotion. He could not say who were reverted among Annexure II for taking such wrong promotions. But he agreed that no action was taken against the officer who gave promotion to those persons shown in Annexure II. He could not deny the suggestion that the promotions given to persons in Annexure II from the date of acting is not disturbed so far and Ex. M-3 is meant for incremental basis.

10. On behalf of the 13 workmen WW-1 deposed and filed Annexure I and II. According to him all these mentioned in Annexure I who are persons concerned in this dispute are working as Shot Firer, Mining Sirdars and Overmen as shown in the order and the particulars of passing the Mining Sirdar Certificate in each case is furnished in the fourth column of Annexure I and the dates of acting/officiating are also furnished and the date of promotion are also furnished. According to him as per Ex. W-2 Circular issued by the Management for placing in Grade 'C' to Shotfirer who passed Sirdar Examination as per para 64 of National Coal Wage Agreement. It was directed that they should be in Grade C immediately after receipt of intimation of their success from the General Director of Safety even though certificate are not received from the Mines Department without opening past cases. This is dated 29-9-1978. In all these 13 cases it is not in dispute that these workmen to get a requisite to qualifications of having passed Mining Sirdar Certificate and valid gas testing certificate and First-Aid certificate. The grievance of these workmen is the practice of promotion from the date of first officiating was not applied to these workmen though the workmen numbering about 22 as shown in Annexure II were given first officiating almost in every case simultaneously from the date of passing 'C' grade test. According to the workmen the workmen were being simultaneously promotion from the first collection from the date of passing the test and after some years orders were passed promotion the workmen with retrospective effect from the date of first officiating. In other words the date of promotion and date of first officiating are not one and the same in the case of these 13 persons as could be seen from the column 4, 5 and 6 of Annexure I. While in the case of workmen in Annexure II though they were asked to officiate

after passing their C Grade eligibility examination and though they were confirmed after some time the confirmation date is from the date of first officiating. So for example in the case of Annexure II the first workman passed the Mining Sirdar examination on 13-5-1977 his date of first officiating was 6-6-1977 and he was confirmed from the date 6-6-1977 while proceeding shown thereunder in Annexure II. Likewise in the same fashion of the 22 workmen were promoted with retrospective effect i.e. from the date of first officiating as could be seen. It is also interesting to note that those persons shown in Annexure II were almost in every case simultaneously given first officiation from the date of passing C Grade test i.e. Mining Sirdar examination. Now the grievance of 13 present workmen the said practice of promotion from the date of first officiating was not applied to them. From the Annexure I particular columns 4, 5, 6 it can be seen the date of confirmation was not given from the date of first officiating to all these 13 workmen. In other words the date of promotion and the date of first officiating are not one and the same as it was the practice, which was hitherto applied to workmen as shown in Annexure II. It is contended by Sri D.S.R. Varma for the Workmen that it amounted to discretion incidental to the evidence of MW-2 would show throw some light on this aspect. Infact MW-2a evidence is not at all helpful to the Managements case. It is admitted by him that in the case of Annexure II persons there were certain mistakes committed by the Officers pursuant to the settlement Ex. M-3 and appropriate action was being taken against Officers. But in cross examination he mentioned that continuity of acting service is not criteria for a person being promoted thought it may be one of the criteria. After seeing Annexure II list of the claim statement he could not say whose promotion given from the date of first acting were held to be wrong if so who are officers concerned for such wrong acts. He could not whisper about the punishment given to those persons for such actions. It must be remembered that MW-2 is the officer in the General Managers office in Mandla during the dispute period and he deposed that he is acquainted with the facts and Ex. M-3 agreement entered between the Union and the Management covering the interim issues among other things. He could not whisper or even point out that so and so of those 22 persons were reverted holding that the promotion of acting is bad. Finally he blurted out that no actions were taken against officers who gave promotions to persons shown in Annexure II. Further he conceded that the promotions given to the persons in Annexure II were given from the date of acting as shown in Annexure II and that they were not disturbed till the date of his deposition. He also conceded that agreement Ex. M-3 is meant only for incremental benefits whenever a person is promoted. So the workers case is also. Ex. M-3 is not applicable to them and the question involved is whether promotion/confirmation must be given from the first date of acting are act for that purpose Ex. M-3 is not relevant.

11. Now after the dispute is referred to the Tribunal the attitude of the Management with reference to these matters is clearly exhibited by seeing Exs W-10, W-11 and W-12. After this reference all promotions were made from the first authorisation Ex. W-10. Ex. W-10 is with reference to N. Krishnaswamy. He passed the Mining Sirdar Test on 12th January 1982 and the office order given to him would show that he was promoted as Shotfirer C Grade with effect from 12th January 1982 and he was kept on probation for one year. Similarly with reference to Ex. W-11 K. Sadanandan who passed Mining Sirdar examination on 11th January 1982 was promoted as Shot Firer on 11-1-1982 with similar conditions. Ex. W-12 is extract copy of Ex. W-10. In the case of Sri M. Venkatachari he was promoted as Shot Firer Grade C with effect from 11-1-1982 but it is not indicated when he passed is Mining Sirdar Examination but shown that he is temporarily authorised by the Mining Authority to be so. So it would show that with a view to deprive them and other claimants for the benefit of promotion from the first authorisation, the Management is saying now that such promotions are wrong. As rightly pointed out by Sri D. S. R. Varma it amounts to unfair labour practice. Infact in their counter the Management admitted in para 6 that in case of few employees fixation was erroneously made from different dates and tried to support its stand as if they have initiated appropriate action. This statement is totally baseless and misleading and MW-2 conceded that no such action was taken and he also mentioned that the promotions given to the persons shown in Annexure II from the date of acting as shown in Annexure II is not disturbed so far. Even in June 1982 as could be seen under Ex. W-10, W-11, W-12 and W-13 promotions were made in the same manner and

therefore when they are making promotions from the date of first officiating corresponding with the date of certificate of passing and the same is also substantiated and corroborated as under Exs. W-10 to W-13 to say that they are trying to rectify mistake in some of the cases as shown in Annexure II is far from truth and that no less a person who was acquainted with the facts on these aspects for the management like MW-2 corroborated the workers case. Ex. W-3 is an office order dated 28-7-1982 promoting 58 persons from the date of first authorisation. That is with effect from 1-2-1982. All these 58 workers passed their Mining Sirdar test on 30-1-1982. So this office order dated 28-7-1982 under Ex. W-3 showed the promotion with retrospective effect from 1-2-1982. It must be borne in mind that this order is subsequently to the reference of this dispute to the Tribunal. Even in 1983 promotions were made in the same fashion. Ex. W-8 would show that the Management in some cases where promotions were not given from the date of first authorisation corrected by modifying the orders showed that A. Pedda Malliah, Shot-Firer and B. Mallaiah were given promotions to the post of Shot Firer Grade 'C' with effect from 1-7-1977 and that they will be eligible for increments as per the terms and conditions. So it is not correct to say that the promotional policy is not implemented from the date of first authorisation.

12. The Settlement under Section 12(3) of the I. D. Act dated 28-9-1978 marked as Ex. M-1 with extra copy under Ex. M-3 would show as rightly agreed by MW-2 that it is only with regard to the additional increments and had no reference to only increment of Shotfirers Sirdars and Overman. The management is relying upon Section 11(d) of the said Settlement which reads as follows :—

"Other categories of workers who are continuously acting without any interruption as Shot-firers, Sirdars, or Overman as the case may be for over a year, will be confirmed reckoning their service from the date of such continuous acting for the purpose of increments."

But if the same read with conjointly with reference to para 7 of the claims statement it is seen that the annual increment is also deprived to the workmen concerned apart from extra increments. The reference schedule would show that the dispute is regarding the justification of denying confirmation from the first date officiating/acting dates and denying annual increments. But the reference is not with reference to extra increments. In the instant case as shown in Annexure I some of these workmen lost towards annual increments and some lost two annual increments also, and some lost one annual increment. Further their case for promotional opportunities were also jeopardised at any rate the question of fixation of increments is based upon the basic question of promotion whether the date of first officiating are not. So if this basic question is decided the claim regarding the question of fixation of extra increments to each individual workmen concerned can be decided automatically in accordance with the terms and conditions in regard to Section 11 of the Settlement dated 28-9-1978. The evidence of MW-1 would show that the seniority is determined from the date of promotion but the same is absolutely incorrect and moreover it has no relevance to the present issue. Unless it is decided whether these 13 workmen are entitled for promotion from the date of acting or officiating are not. The question of seniority being determined from the date of promotion will not arise. Moreover from Annexure I and II it can be seen that these concerned 13 workmen were seniors to among of those mentioned in Annexure II. In other words every body in Annexure I is senior to somebody in Annexure II. The date of first authorisation as shown thereunder which are not disputed by the Management though they filed pay sheets for the months of January to September 1978 under Exs. M-4 to M-11 and Overmen reports from Ex. M-12 to M-16 and Trammernan again being as under Ex. M-17. The dates of first authorisation are definitely indicating that these 13 workmen were seniors to among of those workmen in Annexure II. In the case of Annexure I regarding the first authorisation three dates were given first indicating the previous grade the second regarding C Grade authorisation and the third regarding further promotion to higher grades. So the second date out of these three is the relevant dates of authorisation for the purpose of this case and the Managements evidence as per MW-1 falls to the ground the seniority is determined from the date of promotion.

13. The argument of the Management that these 13 workmen who had qualifications are given authorisations in the

absentee vacancies as and when required and such authorisations cannot be construed as promise for permanent absorption is not tenable. It is necessary to mention that all these persons have passed the required qualifications prescribed such as Gas Testing and First Aid certificate and Mining Sirdar Certificate and that there is no reason why they were given authorisation. At any rate the case of the Management that these 13 workmen do not have qualifications and therefore they were not promoted from the date of first authorisation or officiating. If so why should not be they deny promotion from the date of first authorisation? Apparently even on the basis of record no specific reasons were given by the Management to justify their action in not giving them their annual increments by fixing them from the first date of their acting/officiating dates as shown in Annexure I.

14. Ex. W-1 is an extract of the agreement regarding the placement in Grade C as per para 6.4 under Ex. W-1 it is stated that Shot firer having Mining Sirdar Certificate, Valid Gas Test and First Aid Certificates will also be placed in Grade C and it is not disputed at all. All these 13 workmen in this dispute are qualified and there is no denial of the fact that they have passed the Mining Sirdar Certificate, valid Gas Test Certificate and First Aid certificate and they were placed in Grade C but not from the first date of their acting or officiating which is the genuine grievance. When they are qualified as per the agreement to be placed in Grade C as per Ex. W-1 and when the same is implemented universally with reference to everybody in all the Mines of Singareni Collieries Company and when there is no specific case of rectification as mentioned with reference to Annexure II persons who are definitely juniors to these 13 persons and Ex. W-3 indicated that even as on 28-7-1982 58 persons were promoted as Shotfirer Grade C from the date of their passing the Mining Sirdars test i.e. 1-2-1982 it is absurd to say that there is no discrimination as indicated under Ex. W-7. It illustrates that five workmen in the present case that they were not promoted in accordance with long established practices i.e. they were not promoted from the first date of officiating or authorisation. Exs. W-4, W-5, W-6 would also show that they are given promotion from the date of first authorisation (officiation) and so when all these records show that there is recognised practice of promoting the shotfirers having Mining Sirdar certificate from the date of first officiating it is surprisingly that these 13 workmen were discriminated by giving different date and the same is amounted to discrimination and also unfair labour practice. Infact the Management is trying to contend that all the promotions shown in Annexure II which were made by them which were not rectified (if they are really incorrectly done by some officers under a mistaken impression) though the record show that there is a such practice established as per National Wage Coal Agreements and also as per Section 12(3) of the I. D. Act under Ex. M-3. The said contention raised by the Management is nothing short of unfair labour practice. Once basic question is decided as rightly argued by Sri D. S. R. Varma for the workmen namely that they are entitled for promotion from the date of first officiation the question of fixation of extra increment to each individual workmen can be decided in accordance with the terms and conditions incorporated under Section 11 of the Settlement dated 28-9-1978.

15. Therefore on a careful consideration of the entire material placed before me upheld the contention of the workers that they should be promoted from the first date of authorisation or acting and they are entitled to annual increments also which is only a consequential relief and the Management should further fix their annual increment from the first date of their acting/officiating in accordance with the terms and conditions incorporated in Section 11 of the Settlement dated 28-9-1978. Therefore I hold that the Management is not justified in not confirming P. Janardhan and 12 others as per the list as Mining staff from the first date of their acting/officiating and denying fixation and annual increments to them from such dates of their first date of acting/officiating.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 21st day of February, 1986.

APPENDIX OF EVIDENCE

Witnesses Examined

For the Workmen :

WW-1—S. V. Narsimha Rao.

Witnesses Examined

For the Management :

MW-1 V. Gopala Sastry.

MW-2 S. R. Soonvalkar.

Documents marked for the Workmen :

- Ex. W-1—Photostat copy of the Chapter VI with regard to Mining Staff.
- Ex. W-2—Photostat copy of the Letter No. P-4/3080/3673 dated 20-9-78 of the General Manager, S.C. Co. Ltd., Kothagudem with regard to Allotment of Grade 'C' to Shot Firers who passed Sirdar's Examination.
- Ex. W-3—Photostat copy of the Office Order No. SO/RG/41/79, dated 28-7-82 issued by Executive Director, Godavarikhani to Chandupulla Malla Reddy and 57 others.
- Ex. W-4—Form of Appointment of competent persons under Coal Mines Regulations 1957, dated 22-8-76.
- Ex. W-5—Photostat copy of the Form of Appointment of competent persons under coal mines regulations 1957 dated 1-3-81.
- Ex. W-6—Photostat copy of the Form of Appointment of competent persons under Coal Mines Regulations 1957.
- Ex. W-7—Office Order No. AGM/MM/2/78/1399 dated 13-8-78 issued by Additional General Manager, Mandamarri and Ramakrishnapur to V. Rama Mohan Rao and 4 others.
- Ex. W-8—Photostat copy of the Office order dated 16/18-3-1979 issued by Additional General Manager, S.C. Co. Ltd. Kothagudem to Acha Peda Mallaiah and Biyyala Mallaiah.
- Ex. W-9—Promotion Order dated 1/3-1-78 issued to Acha Peda Mallaiah by the Additional General Manager, Bellampalli Area.
- Ex. W-10—Photostat copy of the Sirdar's Certificate dated 25-5-82 issued to N. Kista Swamy by the Chairman of the Board of Mining Examinations.
- Ex. W-11—Photostat copy of the Sirdar's Certificate dated 20-5-82 issued to K. Sadanandam by the Chairman of the Board of Mining Examinations.
- Ex. W-12—Photostat copy of the Sirdar's Certificate dated 25-5-82 issued to N. Kista Swamy by the Chairman of the Board of Mining Examinations.
- Ex. W-13—Photostat copy of the Form of Appointment of competent persons under Coal Mines Regulations 1957.

Documents marked for the Management :

- Ex. M-1—True copy of the Memorandum of Settlement arrived at under Section 12(3) of the I. D. Act, 1947 on 28-9-78 at Kothagudem in the Industrial Dispute between the Management of Singareni Collieries Company Limited, and their workmen represented by Singareni Collieries Workers' Union and Tandur Coal Mines Labour Union over a charter of demands.
- Ex. M-2—Photostat copy of the Extract of National Coal Wage agreement No. I with regard to Mining Staff.
- Ex. M-3—True copy of the Memorandum of Settlement arrived at under Section 12(3) of the Industrial Disputes Act, 1947 or 28-9-78 at Kothagudem in the Industrial dispute between the Management of Singareni Collieries Company, Limited and their workmen represented by Singareni Collieries Workers' Union and Tandur Coal Mines Labour Union over a charter of demands.
- Ex. M-4—By consent—Pay Sheet for the monthly paid staff for the month of March, 1978.

- Ex. M-5-By consent—Pay Sheet for the monthly paid staff for the month of February, 1978.
- Ex. M-6-By consent—Pay Sheet for the monthly paid staff for the month of January 1978.
- Ex. M-7-By consent—Pay Sheet for the monthly paid staff for the month of April, 1978.
- Ex. M-8-By consent—Pay Sheet for the monthly paid staff for the month of May, 1978.
- Ex. M-9-By consent—Pay Sheet for the monthly paid staff for the month of June, 1978.
- Ex. M-10-By consent—Pay Sheet for the monthly paid staff for the month of August, 1978.
- Ex. M-11-By consent—Pay Sheet for the monthly paid staff for the month of September, 1978.
- Ex. M-12-By consent—Overman's Report book for the month of January, 1978.
- Ex. M-13-By consent—Overman's Report book for the month of April, 1978.
- Ex. M-14-By consent—Overman's Report book for the month of February, 1978.
- Ex. M-15-By consent—Overman's Report book for the month of January, 1977.
- Ex. M-16-By consent—Overman's Report book for the month of January, 1977.
- Ex. M-17-By consent—Training Account Book for the month of April, 1978.

Dated : 6-3-1986.

J. VENUGOPALA RAO, Presiding Officer
[No. L-21012/2/81-D.IV (B)/D.III (B)]

नई दिल्ली 2 अप्रैल, 1986

का.प्र. 1537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, उत्तर रेलवे कर्मचारी संघ, लखनऊ द्वारा धारा 33 ए के अधिनियम की गई शिकायत से सम्बद्ध मामले में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंजाब की प्रकाशित करती है, जो केन्द्रीय सरकार की प्राप्त हुआ था।

New Delhi, the 2nd April, 1986

S.O. 1537.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur in respect of a complaint under Section 33A of the said Act filed by the Uttar Railway Karamchhari Union, Lucknow, which was received by the Central Government on the 19th March, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 256 of 1985

Under Section 33-A of the I.D. Act

In the matter of dispute between

Uttar Railway Karamchhari Union Through Zonal President Shri B. D. Tewari, 96/196 Roshan Bajaj Lane, Ganesh Ganj, Lucknow.

AND

Shri Karnail Singh, Divisional Mechanical Engineer Northern Railway, Lucknow.

APPEARANCES :

Shri B. D. Tewari representative—for the workman.

Shri B. P. S. Chauhan—for the Management

AWARD—u/s 33-A of I.D. Act

1. This is a complaint moved under section 33-A of the Industrial Dispute Act for adjudication alleging that during

the pendency of industrial dispute no. 48/83, two protected workmen and union leaders were dismissed without the permission of the Tribunal u/s 33-A of the Act.

2. The said protected workmen and union leader are firstly Shri Parvej Alam Organising Secretary and Shri Badri Narain Tewari Assistant Secretary Loco Running Shed branch of the union.

3. It is prayed that the order of dismissal be set aside and DME Lucknow may be ordered to be prosecuted for violation of section 33(C) in accordance with section 31(1) of the Act.

4. Alongwith the application, the copies of the two dismissal orders passed by Divisional Mechanical Engineer dated 10-12-84 have been filed. The order speaks that the workmen is responsible for grave charges listed in the annexure. The above employee is in a turbulent mood and if time is given and hearing accorded to him, there is apprehension of grave disorder affecting the vital Railway system. The above employee has a nuisance value and has spread a reign terror in the Locoshed and as much it is not reasonably practicable to give him an opportunity of making representation under article 311(i) clause (2) proviso (c) of the Constitution of India, therefore, under the power vested in me under art. 311(1) Class (2) proviso (C) of the said clause, I order dismissal of Shri Badri Narain Tewari/Parvej Alam from service w.e.f. 11-12-84.

5. The management in its reply has averred that the complaint has no relevance with the industrial dispute no. 48/83 and that the URKU is not recognised union hence not competent and that Shri B. D. Tewari Zonal President who has filed the application has no authority or power to move the application, hence the application is liable to be rejected on this count.

6. The union moving the application under section 33-A of the act in its reply to the managements objection averred that the union sponsoring the applicant is a registered trade union and there is no statutory provision for recognition of the trade union except by way its registration under the trade union act. It is further stated that Shri Parvej Alam and Shri Badri Narain are duly elected working secretary and Assistant secretary of the loco shed branch of Uttar Railway Karamchhari Union which is a registered trade union hence recognition by the management is not required under law.

7. It is also averred that the management has not shown any reasons of unapplicability of compliance of DA rules. In the end it is prayed that the prosecution of Shri Karnail Singh DME Lucknow be ordered and the workmen in question be ordered to be reinstated.

8. In support of the workmen's contention affidavit have been filed two of them are that of Shri Parvej Alam and Badri Narain Tewari testifying their contention and two affidavits are of one being of Ahmed Ali and other of Awadhesh Pratap. Awadhesh Pratap and Ahmad Ali have averred that they were present on 10-12-84 at 9.30 hours in front of the office of AME Lucknow and that there was no demonstration or violation or alteration from the side of workman when AME Lucknow, Loco Foreman Lucknow and other subordinate bolted the door from inside and assaulted and injured Shri Badri Narain and Parvej Alam in preplanned manner. Parvej Alam in his affidavit has averred that on 9-12-84 at about 9.30 p.m., he alongwith Badri Narain Tewari protected workmen of union had gone to the office of AME Lucknow for requesting loco foreman and AME sitting together to give medical memos of the substitutes working in the loco shed and that as per direction of the DRM Lucknow on which the officers mentioned above refuses to accede to his request got the door of the office closed and assaulted him and Shri Badri Narain about which the FIR was lodged and on medical examination several bruises were found on their person and also that the nose bone of the deponent was fractured. The officers also lodged FIR of their gross versions and that the DME dismissed the deponent and Badri Narain later by framing false and fabricated charges against the deponent and Badri Narain.

9. Badri Narain also filed a similar affidavit asserting that he was a protected workman of URKU and had gone to the office of the AME Lucknow Loco Shed alongwith Shri Parvej Alam where incident took place.

10. All the four witness of the applicants were cross examined by the management. Parvej Alam deposed in cross examination that this case was filed by union and not by him and that he had permitted the union to raise the dispute about his dismissal. He has further deposed that Shri B. D. Tewari is the Zonal President of the union. He has denied that he had an iron rod in his hand and that he broke the window of the office of the AME Loco Shed Lucknow. He further denies that he alongwith Badri Narain had gone to assault AME in which Surend Kumar and others were injured. He states that he had become unconscious after receiving assault and regained consciousness in Baitampur Hospital. He however, states that on 10-12-84, he was on leave and had gone to AME office for getting medical memo issued in favour of Shri Badri Narain and other workmen in the capacity of union office bearer.

11. In cross-examination Shri Badri Narain has deposed that loco foreman has asked him to deposit money for obtaining the memo which he had deposited and photo copy of receipt of which he was filing, the photocopy filed is dated 8-12-84 showing that he had deposited Rs. 8 towards medical fee. It may be mentioned here that 9-12-84 was Saturday and hence 9-12-84 being Sunday he deposes that he had gone to meet loco foreman alongwith Shri Parvej Alam on 10-12-84, and that he had gone for his own medical memo and whereas Shri Parvej Alam had gone for memos of other workmen when the incident of assault etc., took place. This photo copy showing the deposit of Rs. 8 as medical fees on 8-12-84 and 9-12-84 being Sunday it appears probable that the two had gone there on 10-12-84.

12. The other two witnesses Ahmad Ali and Awadhesh were also cross examined. Ahmad Ali had deposed that one Yadava Head Clerk is there in mechanical section and he had asked him for medical memo on Monday and his work would be done as there was some quarrel. He further states that Shri Parvej Alam is his leader and that they had gone to AME office for obtaining medical memos as they had deposited the fee, two days earlier. He corroborates the depositions made by Badri Narain and Parvej Alam and denied that the doors and windows of AME office was broken.

13. On behalf of the workmen an interrogatory was served enquiring as to why evidence on the application of the workmen was avoided and punishment meted out by adopting short cut. The management objected to the interrogatories on the ground that the petitioners wanted to elicit certain information which could not be proper to disclose till decision of the writ pending in the high court as well as in the criminal case. The management in the instant case moved an application for stay of the proceeding on which orders were passed after hearing both the parties on 31-7-85 holding that the application was maintainable and that the application is not liable to be stayed.

14. On 28-10-85, management representative stated that he does not want to reply the interrogatories. On 30-10-85 Shri BPS Chauhan counsel for the management stated that he was debar and Shri Karnail Singh was not summoned and that he was not given copies of the application for reply. He did not move any application for time or argue the case on merits though on 30-10-85 the representative for the workmen specifically stated that he had no objection to the appearance of Shri Chauhan as advocate in this case consequently representative for the management was heard.

15. In this case I have not to decide whether a incident took place on 10-12-84 at 9.30 a.m. for which F.I.R. has been lodged by both the sides, and it is for the criminal court to decide which version is true.

16. For purposes of this case it is sufficient that some incident took place on 10-12-84 on which Karnail Singh DME passed dismissal orders against the two workman i.e. Badri Narain and Parvej Alam under article 311(b) without holding any enquiry or issuing show cause notice. The two workmen namely Badri Narain and Parvej Alam have deposed in their affidavit that they are holding official position in union as Assistant Secretary and Organisation Secretary respectively in URKU which is registered union and that they had asked the union to raise their dispute and filed their complaint. In view of these averments it can not be said that the application has not been filed properly or espoused by union as admitted by management, the two workmen are workmen whose dispute is their in industrial case no. 48/83 as such in view of provision of section 33 of the I.D. Act as industrial dispute was pending on 10-12-84, ordinarily under section 33(2)(b) of the I.D. Act as the case of workmen was pending in this tribunal and particularly in view of provision under section 33(b) as the two workmen were protected workmen being the members of the office bearers they could have been dismissed save with the express permission in writing of the authorities before which the proceedings was pending. The permission having not been taken the termination would be illegal and void abinitio and the workmen will be entitled to be reinstated in service with full back wages.

17. I, therefore, give my award holding that the dismissal of the two workmen namely Shri Parvej Alam and Badri Narain w.e.f. 10-12-1984 is illegal and void abinitio. Before parting with the case I am not inclined to take recourse to section 31(i) of the Act as the cross versions have been reported to the police and criminal prosecution is likely.

18. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Government for its publication.

Dated 11-3-1986.

R. B. SRIVASTAVA, Presiding Officer

[No. L-41025/3/86-D.II(B)]

HARI SINGH, Desk Officer

आदेश

दिल्ली, 2 अप्रैल, 1986

का.प्र. 1538 — भारत सरकार के श्रम मंत्रालय की तारीख 24 मई, 1971 की अधिसूचना संख्या का.प्र. 2242 द्वारा गठित श्रम न्यायालय, गुन्तूर के पीठासीन अधिकारी के कार्यालय में एक रिक्ति हुई है।

अतः श्रम औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में, केन्द्रीय सरकार की भाई. वेंकटाचलम को उक्त श्रम न्यायालय में पीठासीन अधिकारी के रूप में नियुक्त करती है।

[सं. एस-11020/3/82 डी-1 (ए)]

ए.वी.एस. शर्मा, डी.एस. अधिकारी

ORDER

New Delhi, the 2nd April, 1986

S.O. 1538.—Whereas a vacancy has occurred in the office of the Presiding Officer of the Labour Court, Guntur, constituted by the notification of the Government of India in the Ministry of Labour No. S.O. 2242 dated the 24th May, 1971;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Y. Venkatachalam as the Presiding Officer of the said Labour Court.

[No. S-11020/3/82-D.I(A)]

A. V. S. SARMA, Desk Officer

नई दिल्ली, 2 अप्रैल, 1986

का.प्र. 1539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व बौवरा कोकिंग प्लांट मैसर्स भारत कोकिंग कोल लि. के प्रबन्धन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिक्रिया नं. 2, बनारस के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 25-3-86 को प्राप्त हुआ था।

New Delhi, the 2nd April, 1986

S.O. 1539.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhowra Coke Plant of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 25th March, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 67 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Bhowra Coke Plant of M/s. BCCL, P.O. Bhowra, Dist. Dhanbad and their workmen.

APPEARANCES :

On behalf of the workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 18th March, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (7)/85-D.IV(B), dated the 27th May, 1985.

SCHEDULE

"Whether the action of the management of Bhowra Coke Plant of M/s. Bharat Coking Coal Ltd., P.O. Bhowra, Dist. Dhanbad in terminating the services of Shri Javed Ansari, Compounder is justified? If not, to what relief the workman is entitled?"

The case of the workman is that the concerned workman Shri Javed Ansari was appointed as a compounder against a permanent vacancy vide letter dated 23-6-82 and he started working with effect from 1-7-82 with the management of Bhowra Coke Plant which was a private concern. The letter of appointment of the concerned workman as Part-time Compounder was issued by the erstwhile employer with an ulterior motive to exploit him. The management had implemented the Wage Board Recommendation and with a pre-planned motive to deprive the concerned workman of the wages and other facilities as per the Wage Board Recommendation designated the concerned workman as a part time compounder. Although the concerned workman was designated as a part time compounder he was actually working as full time Compounder against permanent vacancy since

the date of his joining. He had rendered continuous service and had put in more than 240 days attendance in the year prior to the termination of his services. The management terminated the services of the concerned workman with effect from 21-4-83 without paying any retrenchment compensation in violation of the provisions of the Standing Orders. M/s. Bharat Coking Coal Ltd. took over the possession of the Bhowra Coke Plant with effect from 19-3-83 as per Coking Coal Mines (Nationalisation) Act. The concerned workman represented several times before the management against his illegal and arbitrary termination of services and demanded reinstatement. The management directed the concerned workman to submit his full bio-data for referring the matter to the headquarters for consideration. The case of the concerned workman was referred to the headquarters for approval as the management was in need of his service. There was abnormal delay in deciding the case by the management and as such the union of the concerned workman raised an industrial dispute before the ALC(C), Dhanbad for conciliation but it ended in failure and thereafter the dispute was referred to this Tribunal for adjudication. The action of the management in terminating the services of the concerned workman was illegal arbitrary and against the principles of natural justice. The action of the management was further invalid and void ab initio as the management terminated the services of the concerned workman without complying with the mandatory provision of Section 25F of the I.D. Act. On the above facts it has been prayed that the reference be made in favour of the concerned workman.

The case of the management is that the reference is not legally maintainable. The management of Bhowra Coke Plant was taken over by M/s. B.C.C. Ltd. from the erstwhile management on 21-3-83 after the pronouncement of the judgement by the Hon'ble Supreme Court holding the nationalisation of the Coke plant legal and rejecting the pleas of the private employers. After taking over of the management control and direction of the Coke Plant the new management discovered that the concerned workman Javed Ansari was a part time compounder at the coke plant from 1-7-82 on the conditions stipulated in his appointment letter dated 23-6-82. The concerned person being a part time employee was not a workman under the provisions of Industrial Disputes Act. His working hours was from 7.00 A.M. to 11.00 A.M. and he was receiving a consolidated salary of Rs. 400 P.M. The concerned workman used to devote his time after his part time employment elsewhere. As he was a part time employee of the coke plant and he was also working as compounder privately, he was described as part time employee and as such he was not a workman of the Coke Plant. He was not under the control direction and supervision of the Coke Plant management in as much as he was free to do his private practice after the limited hour of his duty and it was for this reason that he was getting consolidated salary of Rs. 400 per month only. The present management employs his own doctor and compounder at its establishment and there is no practice of appointment of a part time doctor or compounder in the establishment of the management. Bhowra Coke Plant was merged with Bhowra Area. There are hospitals and dispensaries manned by qualified and experienced doctors and compounders. The medical function of Bhowra Coke Plant were carried on by the permanent compounders and doctors at Bhowra Central Hospital. Hence there was no need for permitting any part time compounder at the coke plant either on a temporary or permanent basis. The concerned workman was advised by letter dated 21-4-83 to discontinue to attend the dispensary of the coke plant as the workmen were being treated in Bhowra Hospital and as such the services of the concerned workman was no longer required on the abolition of the post of part time compounder. The concerned workman was to work in the coke plant as private practitioner and designated as part time compounder from 1-7-82 to 20-4-83 which was less than a year and his total days of attendance does not extend to 240 days. The claim of the concerned workman that he was a workman and was not paid his retrenchment compensation has no merit. The concerned workman used to visit the coke plant dispensary only during the period stipulated in his appointment letter. He had not been appointed as a permanent hand against any permanent vacancy. A part time employment is always temporary as a stop gap arrangement

during the service intervals in order to meet certain specified requirement. He had never worked as full time compounder in the coke plant. On the above facts it is submitted on behalf of the management that the prayer of the workmen be rejected.

The question to be determined in this reference is whether the termination of the services of the concerned workman was justified.

The management examined two witnesses and the workman examined one witness who is the concerned workman himself. The management produced documents which have been marked Ext. M-1 to M-8. The two documents, namely Ext. W-1 and W-2 have been marked exhibit on behalf of the workmen.

The first point to be decided in this case is whether the concerned workman was a part time employee or a full time employee. It is the admitted case of the parties that the concerned workman was working as a compounder in Bhowra Coke Plant from 1-7-82 and that his services were terminated with effect from 21-4-83. Ext. M-2 dated 23-6-82 is the original copy of the appointment letter of the concerned workman Shri Javed Ansari. It will appear from this appointment letter that the concerned workman was appointed as a part time compounder at Bhowra Coke Plant from first July, 1982 on a consolidated pay of Rs. 400 per month and his working hours as given in the appointment letter were from 7.00 A.M. to 11.00 A.M. only. Thus it is clear from the appointment letter Ext. M-2 that the concerned workman had been appointed as a part time compounder on a consolidated pay of Rs. 400 per month and he was to work from 7.00 A.M. to 11.00 A.M. On perusal of the appointment letter it is clear that the appointment of the concerned workman was a part time. The workmen have also stated in their written statement that the workman was appointed as a part time compounder on consolidated wages. MW-1 Shri D. N. Maitra was the Acting Work Supdt. of Bhowra Coke Plant when it was taken over by BCCL. The appointment letter ext. M-2 was issued under his signature. In his evidence he has stated that the concerned workman had been appointed a part time compounder and the duty hours of the compounder was from 7.00 A.M. to 11.00 A.M. and that after the said working hour the doctor and the concerned workman used to do their private practice. He has stated that the concerned workman prior to his part time appointment and also after the stoppage of his work was doing private practice as a compounder in Bhowra. Thus the person who had appointed the concerned workman has stated that the concerned workman was appointed as a part time compounder and that the hours of his work was limited and thereafter the concerned workman was free to practice as a compounder elsewhere. MW-2 Shakti Pada Chatterjee the working as Time Keeper in Bhowra Coke Plant. He has stated that the concerned workman was working as a part time compounder in Bhowra Coke Plant and his duty hours was from 7.00 A.M. to 11.00 A.M. and that after the duty period the concerned workman used to do outside work in a private clinic in Bhowra Bazar. He has further stated that the concerned workman was working as a compounder in the clinic of Bhowra Bazar to his appointment and was working after the termination of his services also. He has stated that after the takeover of the coke plant the employees of the coke plant were being treated in Bhowra Central Hospital Ext. M-8 is the attendance register of Bhowra Coke Plant. In the Attendance for the month of March, 1983 there is the entry of the name of the concerned workman in Sl. No. 27 and in the next column part time compounder is written against his name. MW-2 has stated that the writing and the ink of 'Md. J. Ansari' is different from the writing 'Part time compounder'. On perusal of the same by the naked eye also it appears the ink and writing is different as stated by MW-2. But the said designation of part time compounder against the name of the concerned workman in the attendance register is not of much importance. Even if the note 'Part time compounder' had not been noted the matter had to be considered on the evidence adduced in this case. We may not place reliance on this entry of 'Part time compounder' against the name of the concerned workman in the Attendance Register as it is of doubtful nature and the matter has to be considered on

other evidence. WW-1 is the concerned workman Javed Ansari. He has stated that he was appointed on 1-7-82 as part time compounder. He has no doubt, stated that he used to work from 7.00 A.M. to 3.00 P.M. and that he was working as a full time compounder. There is absolutely no evidence except the bare statement of WW-1 that he was a full time compounder working from 7.00 A.M. to 3.00 P.M. Even in the W.S. of the workman it is not stated that his duty hours was from 7.00 A.M. to 3.00 P.M. or that he was working from 7.00 A.M. to 3.00 P.M. Considering the above evidence it is clear that the concerned workman had been appointed as a part time compounder and that his duty hours were from 7.00 A.M. to 11.00 A.M.

The fact that he was working as a part time compounder is further strengthened by the fact that he was getting a consolidated salary of Rs 400 per month although in the Wage Board Recommendation and NCWA-I and II the wages and other allowances are much more than what he was getting and the concerned workman had never protested that he should get his wages according to the wages prescribed by NCWA-I and II. If really the concerned workman was working as full time compounder he must have protested the payment of low wages and would have demanded the wages as prescribed by NCWA-I and II. As the concerned workman was a part time compounder, it appears that he did not make any demand for any higher wages than the consolidated wages which had been fixed in his appointment letter.

It has been held in 1960(1) LLJ page 722 that the definition of word "Workman" in Section 2(s) of the I.D. Act, 1947 does not restrict an employee to work only for one master. The concern may have a part time worker in its employ. Such a worker may work for another employer in his spare time. Further I would refer to an observation made by their Lordships of the Supreme Court in a case reported in AIR 1974 page 37. At page 45 it is as follows:—"The workers are not obliged to work for the whole day in the shop is not very material. There is of course no reason why a person who is only employed part time, should not be a servant and it is doubtful whether regular part time service can be considered even prima facie to suggest anything other than a contract of service." In view of the above finding there is no doubt that the concerned person was workman of the management as defined under Section 2(s) of the I.D. Act.

I have held above that the concerned workman had been appointed as a part time compounder and he was also working as part time compounder. In the very nature of appointment of a part time employee, the said appointment cannot be a permanent appointment and its characteristics is that of temporary workman. The appointment letter also does not show that the part time appointment was against any permanent vacancy or that he was being appointed in the vacancy of permanent employee. Ext. M-1 is the certified Standing Order of Bhowra Coke Plant. Clause 5 of the Standing Orders provide that an employee shall not directly or indirectly engage in another profession or business or enter the services of or be employed in any capacity or for any part of his time by any other person, Government Department, Firm or Company and shall not have any private financial dealings with persons or firms having business relations with the company. As discussed above it appears that the concerned workman was working only as a part time compounder in the Coke Plant and the evidence shows that he was also doing the private practice as a compounder in Bhowra. Thus the concerned workman was not in the exclusive service of the management. As he was not in the exclusive service of the management, his case cannot be covered as a permanent employee or even a temporary employee. He was only a casual workman whose employment was of casual nature. The standing order Ext. M-1 further shows in clause 13 that the employment of a temporary employee, whether monthly rated or daily rated, who, has been in the service of the company for less than 12 months, may be terminated without notice unless the termination is for misconduct in which case the management has to give an opportunity to the workman to explain. It will appear that the concerned workman was working from 1-7-82 and his services were terminated on 21-4-83 and as

such he had not been in the service of the company for 12 months and as such he had not been in the service of the company for 12 months and as such under the provision of the Standing Orders his services can be terminated without notice. It is clear that the concerned workman had not worked for 12 months prior to the termination of his services. As he had not completed one year of his service with the management he cannot claim any retrenchment compensation. The Standing Order provides that no notice has to be given on termination of service of a workman if he has not completed 12 months of service.

Taking all the facts into consideration I hold that the action of the management of Bhowra Coke Plant of M/s. B.C.C. Ltd. in terminating the services of the concerned workman Shri Javed Ansari Compounder is justified and that he is entitled to no relief.

This is my Award.

Dated : 18-3-86

J. N. SINHA, Presiding Officer
[No. L-24012/7/85-D.IV(B)]
R. K. GUPTA, Desk Officer

